



## CITY OF ATLANTA

SUITE 1790

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6204 Fax: (404) 658-7705

Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

Kasim Reed  
Mayor

DEPARTMENT OF PROCUREMENT

Adam L. Smith, Esq., CPPO, CPPB

Chief Procurement Officer

[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

May 12, 2011

Dear Potential Proponent:

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and  
FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-  
Jackson Atlanta International Airport**

Attached is a copy of **Addendum No. 1**, which is hereby made a part of the above- referenced project.

For additional information, please contact Ms. Carla M. Cail, Contracting Officer, at (404) 330-6119, by fax at (404) 658-7705 or by email at [ccail@atlantaga.gov](mailto:ccail@atlantaga.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam L. Smith".

Adam L. Smith

ALS/CMC

Attachment

Addendum No. 1

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and  
FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson  
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**ACKNOWLEDGMENT OF ADDENDUM NO. 1**

Proponents must sign below and return this form with proposal package to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1790, Atlanta, Georgia 30303.

Sealed proposals for **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport** (the “Airport”) will be received by designated staff of the Department of Procurement (“DOP”) at 55 Trinity Avenue, S.W., City Hall South, Suite 1790, Atlanta, Georgia 30303.

This Request for Proposal (“RFP”) from qualified Proponents (“**Proponent**” or “**Proponents**”) by the City, on behalf of its Department of Aviation (“DOA”), seeks to procure Concessions Agreements for the operation of food and beverage retail concessions locations throughout the Airport.

FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5) will be received no later than 1:59 p.m., **Tuesday, June 21, 2011.**

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9) will be received no later than 1:59 p.m., **Friday, June 24, 2011.**

FC-5227 through FC-5229; Retail Concessions (Packages No. 1 - 3) will be received no later than 1:59 p.m., **Monday, June 27, 2011.**

This is to acknowledge receipt of **Addendum No. 1** on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Legal Name of Proponent

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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This Addendum forms as part of the proposal document and **modifies** the original RFP as noted below. *Revisions* and *Responses* are depicted in ***bold italic*** face type unless stated otherwise.

## A. **REVISIONS**

Unless otherwise specified, these Revisions apply to all Food and Beverage (FC-5191 through FC-5199) and all Retail (FC-5227 through FC-5229) Packages.

### 1. **PART 1: Information and Instructions to Proponents.**

- a. **Food & Beverage Package 4 (FC-5194)**, the first sentence of Part 1, Section 1. Services Being Procured reads:

This Request for Proposals (“RFP”) from qualified Proponents by the City of Atlanta (“City”), on behalf of its Department of Aviation (“DOA”) seeks to procure a Concessions Agreement for the operation of the seventeen (17) separate Food and Beverage locations and three (3) Food Merchandising Units (FMUs) on Concourse D and ten (10) separate Food and Beverage locations and two (2) Food Merchandising Units (FMUs) on Concourse T totaling approximately 28,247 square feet at Hartsfield-Jackson Atlanta International Airport.

*Replace with:*

***This Request for Proposals (“RFP”) from qualified Proponents by the City of Atlanta (“City”), on behalf of its Department of Aviation (“DOA”) seeks to procure a Concessions Agreement for the operation of the eighteen (18) separate Food and Beverage locations and three (3) Food Merchandising Units (FMUs) on Concourse D and ten (10) separate Food and Beverage locations and two (2) Food Merchandising Units (FMUs) on Concourse T totaling approximately 29, 128 square feet at Hartsfield-Jackson Atlanta International Airport.***

- b. Part 1, Exhibit A; Scope of Concessions Services.

The Scope of Concessions Services, Part 1, Exhibit A, to Food and Beverage Packages Nos. 1, 2, 3, 4, 5, 7 & 8 and for Retail Packages Nos. 1 & 2 are revised as follows (note that the Scope of Concessions Services for Food & Beverage Packages Nos. 6 & 9 and Retail Package No. 3 are unchanged):

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and  
FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson  
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Part 1, Exhibit A of:

<b>1.</b> F & B No. 1 (FC-5191)	<b><i>Replace with:</i></b>	<b><i>Exhibit 1.F1</i></b>
<b>2.</b> F & B No. 2 (FC-5192)	<b><i>Replace with:</i></b>	<b><i>Exhibit 1.F2</i></b>
<b>3.</b> F & B No. 3 (FC-5193)	<b><i>Replace with:</i></b>	<b><i>Exhibit 1.F3</i></b>
<b>4.</b> F & B No. 4 (FC-5194)	<b><i>Replace with:</i></b>	<b><i>Exhibit 1.F4</i></b>
<b>5.</b> F & B No. 5 (FC-5195)	<b><i>Replace with:</i></b>	<b><i>Exhibit 1.F5</i></b>
<b>6.</b> F & B No. 7 (FC-5197)	<b><i>Replace with:</i></b>	<b><i>Exhibit 1.F7</i></b>
<b>7.</b> F & B No. 8 (FC-5198)	<b><i>Replace with:</i></b>	<b><i>Exhibit 1.F8</i></b>
<b>8.</b> Retail No. 1 (FC-5227)	<b><i>Replace with:</i></b>	<b><i>Exhibit 1.R1</i></b>
<b>9.</b> Retail No. 2 (FC-5228)	<b><i>Replace with:</i></b>	<b><i>Exhibit 1.R2</i></b>

**2. PART 2: Contents of Proposals/Required Submittals.**

a. Part 2, Section 2.2.2.2. Financial Statement/Capability reads:

- (1) Audited financial statements for the three (3) most recent consecutive fiscal years:
  - (a) Income Statement; and
  - (b) Balance Sheet; and
  - (c) Statement of Changes in Financial Position

**OR**

- (2) Unaudited financial statements for the last (3) consecutive years, preferably compiled or attested by a CPA firm. Statements must include:
  - (a) Income Statement; and
  - (b) Balance Sheet; and
  - (c) Satisfactory proof of Proponent's ability to obtain a Performance Bond in an amount equal to 12 months of the Proponents first year's MAG offer, as described in Appendix B;

**OR**

- (3) Other:
  - (a) Unaudited financial statements; and
  - (b) Two (2) banks or other institutional lenders references; and
  - (c) Statement from bank confirming the company's open credit line available for the project; and
  - (d) Dunn and Bradstreet report for the last two (2) years.

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and  
FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson  
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***Replace with:***

***(1) Audited financial statements for the three (3) most recent consecutive fiscal years:***

- (a) Income Statement;***
- (b) Balance Sheet; and***
- (c) Statement of Changes in Financial Position***

***OR***

***(2) Unaudited financial statements for the (3) most recent consecutive fiscal years, preferably compiled or attested by a CPA firm. Statements must include:***

- (a) Income Statement;***
- (b) Balance Sheet; and***
- (c) Satisfactory proof of Proponent's ability to obtain a Performance Bond in an amount equal to 12 months of the Proponents first year's MAG offer, as described in Appendix B;***

***OR***

***(3) Other:***

- (a) Unaudited financial statements for the three (3) most recent consecutive fiscal years***
- (b) Two (2) banks or other institutional lenders references;***
- (c) Statement from bank confirming the company's open credit line available for the project; and***
- (d) Dunn and Bradstreet report for the last two (2) years.***

b. **All Food & Beverage Packages (FC-5191 through FC-5199), the fifth sentence of Part 2, Section 2.2.3.1 reads:**

concepts may be added within a food court as long as maximum seating is not compromised and concepts remain within the food court lease outline.

***Replace with:***

***concepts may be added around a food court as long as maximum seating is not compromised and concepts remain within the food court lease outline.***

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and  
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- c. **Retail Package No. 1 (FC-5227)**, the first sentence of Part 2, Section 2.2.5.1 reads:

The Proponent will establish a minimum rent to be paid to HJAIA for Concourse E and another for Concourse F for the first year of the proposed Concessions Agreement (hereinafter “the Minimum Annual Guarantee” or MAG).

*Replace with:*

*The Proponent will establish a minimum rent to be paid to HJAIA for the first year of the proposed Concessions Agreement (hereinafter “the Minimum Annual Guarantee” or MAG).*

- d. Part 2, Section 2.2.5.2 reads:

**2.2.5.2 Key Personnel/Resumes:**

- 2.2.5.2.1 Identify and provide resumes for the individuals that the Team will use to fill the following positions:

- 2.2.5.2.1.1 Chief Executive Officer/President;
- 2.2.5.2.1.2 Chief Finance Officer;
- 2.2.5.2.1.3 Chief Operations Officer;
- 2.2.5.2.1.4 Construction Design Team Lead Officer;
- 2.2.5.2.1.5 General Manager;
- 2.2.5.2.1.6 Operations Manager; and
- 2.2.5.2.1.7 Human Resource Manager

*Replace with:*

**2.2.5.2 Key Personnel/Resumes:**

- 2.2.5.2.1 Identify and provide resumes for the individuals that the Team will use as its key personnel which may include, but is not necessarily limited to, any of the following positions:**

- 2.2.5.2.1.1 Chief Executive Officer/President;**
- 2.2.5.2.1.2 Chief Finance Officer;**
- 2.2.5.2.1.3 Chief Operations Officer;**

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and  
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**2.2.5.2.1.4 Construction Design Team Lead  
Officer;  
2.2.5.2.1.5 General Manager;  
2.2.5.2.1.6 Operations Manager; and  
2.2.5.2.1.7 Human Resource Manager**

- e. **Revisions to Proposal Format/Submittals:** Part 2 of the RFPs contains requirements for the proper submittal of proposals. The following is intended to clarify the submittal requirements in response to various questions posed by potential proponents. To the extent the requirements set forth below conflict with any of the requirements in the RFPs, as originally advertised, the provisions below shall take precedent.

***Each Proposal must be responsive to this RFP in all respects. Each Proposal shall include two (2) volumes: Volume I and Volume II. Submittals shall include the following:***

**Binder No. 1 Volume I**

- *Executive Summary;*
- *Documentation evidencing Proponent's authority to transact business in the State of Georgia*
- *Space Use Plan;*
- *Operations and Management Plan;*
- *Construction and Transition Plan;*
- *Overall Project Experience and Performance;*
- *Key Personnel/Resumes;*
- *Form 7; Business Plan;*
- *Form 8; Financial Offer;*
- *Form 9; Proposed Concepts;*
- *Form 9a; Merchandise/Menu List;*
- *Form 10; Food and Beverage Past Performance and Experience;*

***One (1) stamped "Original" and ten (10) additional copies each in a separate binder. Total number of binders: eleven (11)***

**Binder No. 2 Volume II**

- *Form 1; Proponent Contact Directory;*
- *Form 2; Proponent Financial Statements and Other Financial Information;*
- *Form 3; Disclosure Form and Questionnaire;*
- *Form 4; Acknowledgment of Insurance and Bonding Requirements;*
- *Form 5; Proof of Insurance Coverage and Bonding Capacity;*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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- *Form 6; Acknowledgment of Addenda*
- *Form 11; SAVE Affidavit*
- *Form 12; Preference Award Form*
- *Form 13; Certification Regarding Exclusive Sub-concessionaire Agreements*
- *Appendix A; City's ACDBE Goals; Office of Contract Compliance Submittals;*
- *Exhibit E; Form 1 Georgia Security and Immigration Compliance Forms (Contractor Affidavit);*

*One (1) stamped "Original" and three (3) additional copies each in a separate binder. Total number of binders: four (4)*

All Proposals must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the **name of the project, FC No., Package No.,** and the **name and address of the Proponent.**

3. **PART 3: Submission of Proposals.**

The third sentence of Part 3, Section 3.1 reads:

Each Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder.

***Replace with:***

***Each Proposal must be submitted on "8 ½ x 11" single-sided, single or double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder.***

4. **PART 4: Submittal Forms.**

- a. Delete: Form 2: Proponent Financial Statements and Other Financial Information.

***Replace with: Exhibit 2: Revised Form 2: Proponent Financial Statements and Other Financial Information.***



Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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- b. Delete: Form 13: Certification Regarding Exclusive Subconcessionaire Agreements.

*Replace with: Exhibit 3: Revised Form 13: Certification Regarding Exclusive Subconcessionaire Agreements.*

5. **PART 5: Concessions Agreement.**

- a. **Food & Beverage Package 4 (FC-5194)**, the first sentence of Part 5, Section 1.1.1. Description of Premises reads:

Concessionaire shall be entitled to occupy and use, for the purposes set forth herein, the following premises ("Premises" hereinafter refer to the total square feet under this Concessions Agreement) consisting of approximately 28,247 square feet on Concourse D of Hartsfield-Jackson Atlanta International Airport (the "Airport"), and as further depicted in Exhibit A, as follows:

*Replace with:*

*Concessionaire shall be entitled to occupy and use, for the purposes set forth herein, the following premises ("Premises" hereinafter refer to the total square feet under this Concessions Agreement) consisting of approximately 29,128 square feet on Concourse D of Hartsfield-Jackson Atlanta International Airport (the "Airport"), and as further depicted in Exhibit A, as follows:*

- b. **Food & Beverage Package 4 (FC-5194)**, the first sentence of Part 5, Section 1.1.1. Description of Premises:

*Insert the following into list of locations:*

<u>Space</u>	<u>Location</u>	<u>Approximately Sq/Ft</u>
D-F20	D	881

- c. **All Retail Concessions Packages (FC-5227 through FC-5229)**, the second sentence of Part 5, section 2.2 "Renewals" reads:

Notice of the City's intention to renew the Concessions Agreement will be provided to Concessionaire within thirty (30) days of the end of the seventh anniversary of the Commencement Date.

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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***Replace with:***

***Notice of the City's intention to renew the Concessions Agreement will be provided to Concessionaire within thirty (30) days of the end of the fifth anniversary of the Commencement Date.***

- d. **All Food & Beverage Concessions Packages (FC-5191 through FC-5199)**, the last sentence of Part 5, Section 3.7: Customer Service reads:

Environmentally friendly and/or innovative packaging or transportation devices that facilitate travel are highly encouraged.

***Replace with:***

***Concessionaire shall use compostable serviceware along with consumer facing packaging and source separate all food service wastes for direct transport to off-airport composting facilities.***

- e. **All Retail Concessions Packages (FC-5227 through FC-5229)**, the second sentence of Part 5, section 7.2.3 "Minimum Reinvestment" reads:

If the renewal option is exercised, the City will notify the Concessionaire of its intention to renew within thirty (30) days of the seventh anniversary of the Commencement Date.

***Replace with:***

***If the renewal option is exercised, the City will notify the Concessionaire of its intention to renew within thirty (30) days of the fifth anniversary of the Commencement Date.***

**6. PART 5: Exhibits**

- a. **Food & Beverage Concession No. 4 (FC-5194)**, Part 5, Exhibit A; Description of Premises.

***Insert: Exhibit 4: LOD for Space D-F20.***

- b. Part 5, Exhibit G; Transition Plan (Proposed Transition Schedule for Food & Beverage).

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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*Replace with:*

*Exhibit 5: Revised Exhibit G; Transition Plan (Proposed Transition Schedule  
for Food & Beverage) (FC-5191 through FC-5199; Food and Beverage  
Concessions (Packages 1 through 9)).*

**B. EXHIBITS**

*Exhibit 1; Revisions to Scope of Concessions Services, consisting of:*  
*(Exhibit 1.F.1; Scope of Concessions Services – F&B Package No. 1 (FC-5991))*  
*(Exhibit 1.F.2; Scope of Concessions Services – F&B Package No. 2 (FC-5992))*  
*(Exhibit 1.F.3; Scope of Concessions Services – F&B Package No. 3 (FC-5993))*  
*(Exhibit 1.F.4; Scope of Concessions Services – F&B Package No. 4 (FC-5994))*  
*(Exhibit 1.F.5; Scope of Concessions Services – F&B Package No. 5 (FC-5995))*  
*(Exhibit 1.F.7; Scope of Concessions Services – F&B Package No. 7 (FC-5997))*  
*(Exhibit 1.F.8; Scope of Concessions Services – F&B Package No. 8 (FC-5998))*  
*(Exhibit 1.R.1; Scope of Concessions Services – Retail Package No. 1 (FC-5227))*  
*(Exhibit 1.R.2; Scope of Concessions Services – Retail Package No. 2 (FC-5228))*

*Exhibit 2; Revised Form 2: Proponent Financial Statements and Other  
Information*

*Exhibit 3; Revised Form 13: Certification Regarding Exclusive Subconcessionaire  
Agreements*

*Exhibit 4; LOD for Space D-F20*

*Exhibit 5; Revised Exhibit G; Transition Plan*

**C. ATTACHMENTS**

*Attachment A; Estimated Costs for M & O*

*Attachment B; Payment and Performance Bonds*

*Attachment C; LEED Specifications*

*Attachment D; Available Temporary Storage Space*

*Attachment E; Tenant Concept, Project Submittal Construction Guidelines*

*H-JAIA Communications Infrastructure Standards Specifications*

*Attachment F; Map of Concourse F Duty Free Location*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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**D. RESPONSES TO PROPONENT'S QUESTIONS**

Question #1 First, please confirm in writing whether or not an existing airport contract is required in order to obtain ACDBE certification.

**Response** *An existing airport contract is not required in order to obtain ACDBE certification.*

Question #2 Second, in an effort to create the proper balance between the ACDBE criteria and sub-concessionaire requirements under the HJAIA RFPs, query whether the following corporate scenario is viable:

- Company A (ACDBE certified) = 51% owned/managed by minority principal with less than \$750K personal net worth (with lesser experience & funding)
- Company B (RFP Respondent) = Company A + Company C (as 50% owner with requisite experience and funding)

**Response** *This scenario would not be acceptable for ACDBE certification because the newly formed Company B which is comprised of Company A + Company C is a 50-50 partnership and does not have a 51% or greater ownership by ACDBE qualifying person. However, If Company B was successful in winning a package as a prime concessionaire, ACDBE participation credit would be given for the dollar value of self performance contributed by the ACDBE certified team member.*

Question #3 Section 2.2.1.1.2 – ACDBE—Where should letter from subconcessionaire (ACDBE partners) regarding the role of the ACDBE be included in the proposal response.

**Response** *There is no requirement for sub concessionaires to submit a separate letter detailing the role of the ACDBE on the prime concessionaire's team. The appendix "A" section of the bid document includes forms that must be filled in and submitted. One of the forms (ACDBE-3) has a column that asks the proponent to indicate the role each team member will play (both ACDBE certified and non certified team members).*

Question #4 Is there a page limit on the Detailed Executive Summary or any other section of the proposal?

**Response** *The Detailed Executive Summary shall not exceed 4 pages.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #5 If the entity is a newly formed organization (within the last year) and does not have three years of financial statements or two years of Dunn and Bradstreet reporting, what documents should be included to demonstrate the financial viability of the organization? i.e. Financial statements from owners other business ventures, personal financial statements for principal owners, personal tax returns, etc.

**Response** *If a general partnership or a joint venture is proposed, all member companies are to respond separately to all questions, each completing a separate Form 2 to be submitted with its Proposal. Documents to be submitted are listed in Form 2. Please see Exhibit 2; Revised Form 2-Proponent Financial Statements and Other Financial Information.*

Question #6 A Space Use Plan is required in Volume I. However, information on the concept is required on Form 9, Volume II. Should the proposal response include a detailed description of the proposed concepts in Volume I along with the Space Use Plan?

**Response** *As stated in the RFPs, the Space Use Plan and Form 9; Proposed Concepts must be included in Volume I. Please see section A. REVISIONS.*

Question #7 What are the exact packaging requirements for proposal submission? Should four (4) separate packages be provided for each proposal response? i.e.

Immigration and Security Form attached to the outside of the  
Volume I package;

Volume I proposal in a separate package;

Financial Offer in a separate package;

Volume II proposal packaged separately;

**Response** *Please see section A. REVISIONS.*

Question #8 Should the original (with original signatures) response for Volume I and Volume II be packaged separately from the required proposal copies?

**Response** *Please see section A. REVISIONS.*

Question #9 Does the financial offer package only include Form 8?

**Response** *Yes.*

Question #10 What is the exact required format for Volume I? Should each section of the proposal response match the section numbers identified in the RFP?

**Response** *Please see section A. REVISIONS.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #11 Is a cover letter and table of contents section required for Volume II?

**Response** *A Table of Contents is required.*

Question #12 Packages 6-9 appear designed to provide more opportunities for small and locally owned businesses to compete as prime vendors, however, the proposal requirements are the same as they are for prime vendors. Is it possible to reduce some the requirements to reduce the massive administrative burden on small companies? i.e.

Proposal Copies

Financial Documentation

Experience and Qualifications

**Response** *Requirements remain as written.*

Question #13 If the proposer for packages for 6-9 is a certified DBE, must the company also provide an ACDBE plan?

**Response** *OCC will count participation in the form of ACDBE certified prime concessionaires, ACBDE certified joint venture team members at the prime level, or ACDBE certified sub-concessionaires. An ACDBE certified prime contractor would not have to provide further ACDBE participation if the value of its own self performance met or exceeded the participation goal based on total revenue generated throughout the life of the contract. However, once a successful proponent has been identified, OCC will work with that proponent to ensure that opportunities are maximized in the utilization of certified DBE firms during the construction build-out of the concession space(s), as well as any on-going supply opportunities. Participation in these areas must be contemplated independently, and not be included in the participation plan proponents submit in their efforts to meet the 36.0% participation goal.*

Question #14 Specialty Retail requires national and international branded concepts. Please define a nationally specialty branded concept. Please define internationally branded specialty retail concept.

**Response** *Nationally Branded Concept is defined as operating at least 100 stores in a minimum of 10 states. An Internationally Branded Concept is one that has three or more locations located outside the U.S.A., with possibly no US domestic locations.*

Question #15 Requiring a national and/or internationally branded concept severely limits the inclusion of local concepts, high consumer demand concepts and/or concepts that provide high return on investments to the concessionaire. Can the requirement for nationally and internationally branded concepts be

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	changed to allow proponents to propose a broader range of successful concepts that meet the HJAIA consumer?
<b>Response</b>	<b><i>Yes, the concepts will include local and regional concepts. See Revision to Scope of Concessions Services.</i></b>
Question #16	Section 2.2.5.1 of the Retail Package #1, Financial Offer, is not clear in stipulating if a different MAG is required for Terminal E and F.
<b>Response</b>	<b><i>A single MAG should be submitted for Concourse E and Concourse F combined. Please see section A. REVISIONS.</i></b>
Question #17	Secondly, does the maximum MAG of \$1,568,577 apply to both terminals?
<b>Response</b>	<b><i>Maximum MAG of \$1,568,577 covers the entire package.</i></b>
Question #18	<p>Retail Packages—Can the retail packages be revised to (1) exclude Terminal F and (2) increase the number of retail packages available to increase the opportunity for small and minority owned business to participate. The inclusion of Terminal F presents a number of concerns:</p> <ul style="list-style-type: none"><li>• There is a lack of historical passenger and revenue data;</li><li>• Passenger traffic may gradually increase; thus impacting build out schedules, opening of concepts and revenue projections;</li><li>• The lack of data, the development of passenger traffic and a slow revenue projection, limits the ability of concessionaires to factor these concerns into fair DBE participation and other financial and operational projects;</li><li>• The development cost to the concessionaire continues to increase if retail concepts are opened based on passenger traffic patterns;</li><li>• Contractual issues arise relative to the contract start date if concepts are developed and opened in different fiscal years;</li><li>• A variety of approaches can be utilized to develop Terminal F separately to include Best and Final Offers from the successful proponents of all packages; a separate bid process that fully address the short and long term development concerns of Terminal F.</li><li>• Increasing the number of retail packages excluding Terminal F will increase the mix of retail concepts and increase small business and DBE participation.</li></ul>

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**Response** *Requirements remain as written; Concourse F packages were intentionally combined with more established areas of H-JAIA to stabilize initial enplanement levels.*

Question #19 In Terminal F what material will clad the elevator shaft within the Food Court seating area?

**Response** *Combination of two materials. 12"x24" Porcelain Stone Wainscot (36" high) and 24"x24" Quartz Tile (above wainscot).*

Question #20 As it relates to the Atrium, A, B, D and F flooring. Please confirm that the airport will be providing flooring in these areas. If the airport is not providing the flooring will you please give us a drawing to indicate where the airport flooring will end and where the Food Court flooring will begin?

**Response** *At F, the Food Court flooring is part of the base building (will be provided). It is 18"x18" granite tile flooring. The other flooring is not provided by the Airport and will need to be provided by the tenant. Please refer to the Lease Outline drawings contained in the concessionaire agreement(s) for square footage and dimensions.*

Question #21 We understand that Terminal F is going after a LEED rating. How will this affect the Food Court Area? It seems to us that the LEED rating will be for the overall building and the small space of the food court would not affect the rating. Please advise.

**Response** *The Food Court area is part of the overall LEED building rating. Please see Attachment C; LEED Specifications.*

Question #22 Please confirm that the airport will provide vertical circulation to the seating mezzanine in Food Court D.

**Response** *Yes, there will be vertical circulation to the seating mezzanine at Food Court D via escalator and elevator.*

Question #23 Can you please provide EPs per terminal as impacted after the opening of Terminal F?

**Response** *The City does not provide projected numbers for solicitations.*

Question #24 Please clarify the definition of sub concessionaire (I am assuming this pertains to sub tenants), as stated in Part 4, Certification Regarding Exclusive Sub Concessionaire Agreement.

**Response** *Sub tenant has the same meaning as sub concessionaire.*



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Question #25 Please confirm that ACDBE certification is required by award, not by submittal of a proposal.

**Response** *A proponent may list any firm with a pending DBE certification application that was completed and submitted by the time the bid proposals are due. The proponent may count the participation amount/percentage contributed by the pending DBE certification applicant toward the goal. However, a proponent is not relieved of the responsibility to engage in further good faith efforts to secure other certified DBE firm in the event that one of their team members with a pending application does become successfully certified. If a proponent is seeking to utilize a sub-concessionaire or sub-consultant with a pending certification the proponent may indicate the "pending status" in the "Certification No. and Expiration Date" section of OCC's required submittal documents located in appendix "A".*

Question #26 Can you provide a table showing the carriers currently assigned to each terminal and any forecasted changes.

**Response** *Airlines are listed on airport website – Delta/ASA serves all concourses, American/United concourse T, Air Tran concourse C, D & E, all other domestic on D & E, All other international on Concourse E.*

Question #27 Can you provide statistics that reveal the actual and forecasted travel traffic for each terminal?

**Response** *Actual historical enplanements are included in the RFP. The City cannot provide "actual vs. forecasted travel traffic" by terminal or any other means.*

Question #28 With the exception of Concourse D, can you clarify the intent or existence of a take down schedule that reveals the proposed order for store transitions? More directly, what strategy is intended to minimize the down time and possible lost revenue at specific locations?

**Response** *The City's intent is for the Proponent to plan for the transition of concessions to newly constructed locations using a proponent-developed transition plan that will reduce disruption of passenger services as much as possible. To assist the proponent we have included a suggested transition plan and a schedule of when each space becomes available (Exhibits G and H). The proponent's plan is subject to airport approval.*

Question #29 Will the RFP Award Process include an interim selection of a short list from which the final awardees' will be selected?

**Response** *No.*

Addendum No. 1

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Question #30 Are CAD files available?

**Response** *In most cases As Built CAD files are available.*

Question #31 Are tenant design guidelines available?

**Response** *Yes. Please see Attachment E; Tenant Concept, Project Submittal Construction Guideline.*

Question #32 In Package 2 (Concourse B), is space B-F1 a Gourmet Market or a Bar w/  
Food? The concept specification is inconsistent with the stated concept.

**Response** *Bar with Food. Please see Revisions to Scope of Concessions Services.*

Question #33 Are forms available in Excel or Word format, as appropriate?

**Response** *All forms are on the City's Website (www.atlantaga.gov). Fillable PDF forms are located in their respective RFP files. Fillable MS Word forms for Appendix A can be found on the City's website by navigating to the Office of Contract Compliance page which is under the "BUSINESS" section. Once on OCC's page, you may click on forms and download.*

Question #34 Following please find questions in reference to the City of Atlanta's Request for Proposals for Food & Beverage Concessions (Packages 1-9) at Hartsfield-Jackson Atlanta International Airport: RFP #1, Part 1 - Sections 3.1 (p. 2) provides that "No Proponent, or entity comprising Proponent, such as a joint venture partner, will be selected for award of more than two agreements resulting from RFP No. 1 through 5." Can an entity participate as a sub concessionaire in any package even if the same entity is awarded a contract resulting from RFP No. 1 through 5 as the Proponent or as an entity comprising Proponent, such as a joint venture partner?

**Response** *Yes.*

Question #35 RFP #1, Part 1 - Sections 3.1 (p. 2) 3.2 (p.3) and 5.5 (p.4) contain the following similarly worded limitations on a "Proponent, or an entity comprising Proponent." Do these limitations apply to subconcessionaires? If sub concessionaires are included in the references to the "Proponent or entity comprising Proponent," the provisions would appear to conflict with the intent of the prohibition on exclusive subconcessionaire agreements.

- "No Proponent, or entity comprising Proponent, such as a joint venture, will be selected for award of more than two agreements resulting from RFP No. 1 through 5."
- "A Proponent, or an entity comprising Proponent, such as a joint venture, that is recommended for award of Contract

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No.\_\_\_\_\_ shall not be eligible for award of agreements resulting from packages 6-9.”

- “No Proponent or entity comprising Proponent, such as a joint venture partner, may, alone or in combination with any other entity, submit more than one proposal in response to this RFP.”

***Response***                      ***No.***

Question #36                      RFP #1, Part 1, Section 18 (p.7) and RFP Form 13 – Does the prohibition regarding exclusive subconcessionaire agreements prohibit entities from forming joint ventures where the joint venture parties are exclusive to each other?

***Response***                      ***No.***

Question #37                      RFP #1, Part 1 Exhibit A & Part 2, Section 2.2.3.1 - In the description of Space No. A-F18 in Exhibit A the food court is defined to mean the common area used for circulation, queuing, seating, and condiment stations and the food court can't be used for any “sale activities.” RFP #1, Part 2, Section 2.2.3.1, states that “concepts may be added within a food court as long as maximum seating is not compromised and concepts remain within the food court lease outline.” It appears that use of the words “food court” are different in these sections. Please clarify whether “food court” in these sections means the 1) common area used for circulation and condiment stations; 2) the entire area including restaurants and common area; or 3) something else.

***Response***                      ***“Food court” refers to common space to be used for circulating queuing, seating and condiment stations. Please see section A. REVISIONS.***

Question #38                      RFP #1, Part 4, FORM 2, Section 4 – Is a statement from a bank confirming the Company’s credit lines available for the project required to demonstrate financial capability, or is it just required if the Proponent chooses to provide documents from documentation group #3?

***Response***                      ***It is only required if a proponent chooses to provide documents from group no. 3.***

Question #39                      RFP #1, Part 1, Section 9.1, p.5 – Appendix B allows for letters of credit in lieu of a surety bond. Will the City accept a Proposal Guarantee in the form of a letter of credit?

***Response***                      ***No.***

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Question #40 RFP #1, Part 4, FORM 5 – Can a Proponent substitute a bank issuer of a letter of credit in lieu of a surety?

**Response** *Concessionaires may submit an ILOC in a form acceptable to the City in lieu of the performance guarantee, which is equal to 100% of the first year's MAG. Concessionaires may not submit letters of credit in lieu of the proposal guarantee or the payment and performance bonds required for the build out of the premises.*

Question #41 RFP #1, Part 4, FORM 13 – How should a Proponent provide the required certification if it had entered into an exclusive agreement with a subconcessionaire prior to the release of the final RFP but has now eliminated the exclusivity component? Even if a Proponent is in compliance with the RFP's prohibition on exclusivity agreements as of the date of its submission, the precise language of the FORM 13 can be interpreted to require certification that a Proponent has not previously entered into such an agreement (prior to knowledge of the prohibition). Can the wording of the certification be modified to address this situation? Perhaps something like the following: "Proponent hereby certifies that, as of the date of its proposal, it is not a party to, or does not impose any condition on, any subconcessionaire..."

**Response** *Please see Exhibit 3; Revised Form 13.*

Question #42 RFP #1, Part 5, EXHIBIT G - On the transition schedule for Package 1, could you please confirm the following:

- "Bar One" in Phase 4 is Space A-F16, 650 s.f.
- "Starbucks" in Phase 5 is Space A-F20, 733 s.f.
- "Auntie Anne's" in Phase 5 is space A-F12, 185 s.f.

**Response** *Yes.*

Question #43 RFP #1 - On Concourse A, there are two food spaces that are not included in Food RFPs #1-9 – Krystal and Abica Coffee. When do these leases expire?

**Response** *May 2013.*

Question #44 Will the use of these units remain food/beverage when tendered in the future?  
**Response** *It has not been determined.*

Question #45 RFP #1-9 - How are trash removal charges calculated for food and beverage operators? Is there a specific usage rate? If so, what is the rate?

**Response** *Please see Attachment A: Estimated Costs for M & O.*

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Question #46 RFP #1-9 - Is there a charge for food/beverage operators to use the loading dock? If so, what is the rate?

**Response** *Concourse F will have a loading dock fee. The current estimates for the charge to the proponent is \$15 per sq. ft. of total leased Premises per year.*

Question #47 RFP#1-9 – What are the forecasted enplanements for the next 10 years?

**Response** *The City does not provide projected numbers for solicitations.*

Question #48 RFP#1, Part 2.2.2.63, Table 1 – For the Rent Percentage categories, how is “Branded” defined?

**Response** *Brands are defined in Exhibit A: Scope of Concession services under item 2 “Permitted Uses Generally”.*

Question #49 Can an ACDBE sub-concessionaire operate one or more stores as a joint venture operator with a prime/bidder just for those stores, and not be prohibited from participating in other successful proposals where the ACDBE is also only a sub-concessionaire. In other words, the ACDBE is not a joint venture partner at the Prime level, only at the sub-concession/operator level, say in one Package. If this is permitted, then can the Prime be credited with the ACDBE's participation level (revenues associated with the ACDBE % of ownership of that store)? And the ACDBE can be a sub-concessionaire in other Packages?

**Response** *A solo ACDBE sub-concessionaire or ACDBE sub-concessionaire working as part of a JV team on the sub-contractor level is not limited in the number of packages or teams they can participate with and each prime will be credited for ACDBE participation as appropriate.*

Question #50 Can a ACDBE (retail certified only) operator who is also DBE certified qualify to be a "less than 50%" partner in a food operation and allow the prime to receive DBE credit for the DBE's proportional ownership?

**Response** *The City of Atlanta Mayor's Office of Contract Compliance (OCC) will count participation in the form of ACDBE certified prime concessionaires, ACBDE certified joint venture team members at the prime level, or ACDBE certified sub-concessionaires. The percentage of ownership in a joint venture does not have a direct relationship to the amount of participation credit received. The team members must be performing a function that directly results in revenue generation. The participation goal will be measured against total gross revenue earned (prior to the deduction of any expenses, e.g., advertising, insurance, equipment, etc.) throughout the life of the project. Once a successful proponent has been identified, OCC will work with that proponent to ensure that opportunities are maximized in the*

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*utilization of certified DBE firms during the construction build-out of the concession space(s), as well as any on-going supply opportunities. Participation in these areas must be contemplated independently, and not be included in the participation plan proponents submit in their efforts to meet the 36.0% participation goal.*

Question #51 In view of the fact that so many people now access reading materials via downloads, electronic and other digital devices, could the Concept Description for the Bookstore/Cafe concept and for the News & Gifts concept be broadened to include "digital and electronic access to reading materials", in lieu of the current numerical requirement for so many Book Titles on the shelf.

**Response** *No.*

Question #52 If the RFP has the max MAG set and we exceed our max MAG projection (that is set by the City) in excess of 25%; how is this number calculated? Is it the formula on Pg. 9 of Part 2 and is this the same as the Super Premium discussed at the April 5th Industry Day?

**Response** *Premium rent is calculated when Revenues exceed the projected revenues by 25%, not the proposed MAG.*

Question #53 What differentiates a Branded Food Concept from a Non-Branded Food Concept?

**Response** *Please see "Prominent and Recognizable" definition in Exhibit A: Scope of Concession services under item 2 "Permitted Uses Generally" of the RFP.*

Question #54 Is there a limit on the number of spaces that a Prime Concessionaire can keep for itself?

**Response** *No.*

Question #55 Are these RFP's for Master Concessionaires like HMS Host? Or are they individual?

**Response** *They are intended for any company that meets the minimum requirements and can satisfactorily perform the required concessions services.*

Question #56 Can separate franchisee / licensees propose the same brand on the same package? They are separate corporate entities but are authorized franchisees / licensees of the same concept.

**Response** *Yes.*

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Question #57 Do prospective ACDBE joint venture and subtenant partners in our proposal have to already be fully certified as ACDBE's in the state of Georgia to count toward the City's ACDBE goals during the evaluation process? Or can prospective ACDBE's be considered if they are at least in the application process as long as the Prime Proponent commits to meeting the City's ACDBE percentage goals? Given that the Georgia Department of Transportation has a backlog of reviews, some prospective ACDBE partners may not be certified by the June 21 RFP response due date.

**Response** *A proponent may list any firm with a pending ACDBE certification application that was completed and submitted to the Georgia Department of Transportation by the time the proposals are due. The proponent may count the participation amount/percentage contributed by the pending DBE certification applicant toward the goal. However, a proponent is not relieved of the responsibility to engage in further good faith efforts to secure other certified DBE firm(s) to reach the goal in the event that one of their team members with a pending application does become successfully certified.*

Question #58 Are proponents allowed to propose additional food and beverage and service operations in areas not designated as concession spaces in the RFPs? For example, could a Proponent propose a small bar or kiosk and comfortable seating in an airline gate-hold area that is not a designated concession space in the draft lease in an effort to drive more revenue?

**Response** *No.*

Question #59 Will the City reconsider allowing the sale of alcoholic beverages in the locations designated as Gourmet Markets and Quick Service Deli's? Specifically, it would seem appropriate to be allowed to sell single serve beer and wine in the C-F8 Quick Serve-Deli and all locations designated as Gourmet Markets.

**Response** *Yes. See Revisions to Scope of Concessions Services.*

Question #60 Please further define the word "Proponent" as it pertains to an entity that bids with different entities on different packages.

**Response** *The Proponent is the entity (i.e., Corporation, Joint Venture, etc.) that submits a proposal in response to an RFP. Subconcessionaires are not part of the "Proponent" for purposes of these sections.*

Question #61 If an entity bids as a sub concessionaire under Packages 1 thru 5 (and wins), is this entity then ineligible to be awarded a bid from 6 thru 9?

**Response** *No.*

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Question #62 If an entity bids with one group for package 6 and also bids with another group (different than package 6) for package 7, how do the two groups complete Form 12 as to ranking?

**Response** *Form 12 pertains to the “Proponent”, not to subconcessionaires.*

Question #63 Please clarify the Transition dates for Packages 7 and 8 in Exhibits G and H.

**Response** *The columns in Exhibit G to the Agreement in the RFP feature dates when construction should start, and Exhibit H provides the date when the space will be turned over under the new contract.*

Question #64 If an entity is part of a sub concessionaire by being a joint venturer, then is this entity still eligible to participate in Packages 6 thru 9?

**Response** *Yes.*

Question #65 What is the effect (short term and long term) on enplanements on the existing Concourses when the new International Terminal opens?

**Response** *No significant changes are expected.*

Question #66 What is the current charge for O & M by the airport?

**Response** *Please see Attachment A: Estimated Costs for M & O.*

Question #67 At the pre-bid meeting, an example of moving enplanements from one end of the concourse to the other was given. In this example, it was calculated that the overall sales of the prime would offset and that the 25% bufferer took this into account. I agree with this example for Packages 1 thru 5, but it would not pertain to Packages 6 thru 9 due to the limited number of sites. Has consideration been given to calculate premium rent for the smaller packages on the total sales rather than individual locations?

**Response** *No change to RFP.*

Question #68 Forms that are provided in the RFP's, which must be completed as part of a proposal submission, are locked and not accessible. Please provide these forms in either word documents or PDF format that we are able to access and type directly onto. Otherwise, each form must be manually recreated.

**Response** *All forms are on the City's Website ([www.atlantaga.gov](http://www.atlantaga.gov)). Fillable PDF forms are located in their respective RFP files. Fillable MS Word forms for Appendix A can be found on the City's website by navigating to the Office of Contract Compliance page which is under the “BUSINESS” section. Once on OCC's page, you may click on forms and download.*



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Question #69 Will use of 11 X 17 (or other sizes besides 8 ½ X 11) be allowed for graphics, charts, etc.?

**Response** *No.*

Question #70 Package 1, Section 2.2.5.1 states that a Minimum Rent must be established for Concourse E and another for Concourse F and further states the maximum MAG acceptable is \$1,568,577. Is the \$1.5M MAG for the entire Package 1 or the maximum bid for each concourse?

**Response** *\$1,568,577M for the entire package. See Revisions.*

Question #71 Why would there be two MAG's required in 1 Package? It appears as if only MAG is required for Package 2.

**Response** *See Revisions.*

Question #72 Packages 1 and 2, Section 2.2.5.3 – the minimum percentage rents differ by category. Why?

**Response** *There are different profit margins for different categories of merchandise and service.*

Question #73 Premium Rent – Section 5.1.5 requires premium rent to be paid if sales projections differ from actual projections by store. Please explain the purpose behind this rent. It is very difficult to project sales by store so far out into the future unless airlines and enplanements are known.

**Response** *The City has established premium rent as a method of sharing in concession success without mandating higher initial minimum annual guarantees.*

Question #74 Please provide enplanement projections for Concourses E and F (by concourse) starting with 2012 and going forward. In order to accurately project sales for the Business Plan, MAG and Premium Rent, it is important to have this information.

**Response** *The City does not provide future projections for solicitations.*

Question #75 Would the City consider allowing the delay of construction of some units on Concourse F until such time as traffic numbers are established and known? It is important to understand what level of traffic the concourse will experience.

**Response** *No.*

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**Question #76** My first question is in regard to the previous bid for Market Basket Shopper Services. From my understanding it would appear that my company placed a bid for Market Basket even though what we offered appeared to be in contrast to what the City was requesting. As such I just wanted to know if there will be any letters or any notice being given as to the final disposition of the City in regards to our Market Basket bid.

**Response** *The Market Basket procurement is an entirely different project. Please contact the contracting officer for the relevant project to discuss.*

**Question #77** My second question is in regard to the Food and Beverage concessions. As you may know, my company is licensed to open and operate a Pizzeria Uno's franchise. In terms of branding we feel that we qualify under the RFP's requirements when it comes to this franchise concept we are licensed to operate. We established Hans Ohara, Inc. to operate this franchise at the airport, this was a goal of our company. However based upon our initial review of the RFPs both large and small packages, we are inquiring as to the feasibility of a small company such as ourselves to compete with the larger entities.

**Response** *Any qualified company may submit a proposal. The City believes that it is feasible for a small company to compete with a larger one in these solicitations.*

**Question #78** Although FC-5199, two sites on Concourse C seems to be the most appropriate site for us to bid. In our view it would appear that in order for us to do business with the City, it would seem that we have to do a joint venture or become a sub concessionaire to a larger company in order get our business to Hartsfield Jackson. Although we recognize that this is not a requirement, it appears to be preferred, especially the joint venture aspect. So our question is, does the City provide any list or group where small business can meet and discuss these possibilities?

One of our biggest concerns is that we do not have the resources of the larger companies and as such we feel we are already at a disadvantage despite our franchise license and SBE status with the City and pending DBE certification with GA DOT.

**Response** *The City provided a list of all the attendees at the Concessions Industry day event ([atlanta-airport.com](http://atlanta-airport.com)) and Pre-Proposal Conference ([atlantaga.gov](http://atlantaga.gov)) on the City of Atlanta and Airport Websites.*

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Question #79 I wanted to know what the 0.5% marketing fee covers.

**Response** *The marketing fee will cover development, implementation and/or installation of signage and other promotional materials and programs. The specific use of the Marketing Fee will be within the sole discretion of the Aviation General Manager.*

Question #80 In the event ACP is awarded a package and are unable to use the Brand that awarded us the REP due to a competing concessionaire having the same Brand in addition to an exclusive from the corporate brand...are we aloud switch our Brand to an alternate Brand after winning the RFP?

**Response** *Should a store concept have to be changed for any reason, the City would be entitled to reject the proposal and move to the next highest scoring proponent.*

Question #81 It is required that we submit a D & B report as part of our financial information.....can we use an alternate source for this purpose in lieu a D & B report ?

**Response** *Only a D & B report is acceptable.*

Question #82 On a majority of packages under Non-Permitted Menu/Concepts is "Menu items prepared in advance." Does this mean that we should not plan on offering grab and go items in these locations?

**Response** *Yes.*

Question #83 Can you specify what the difference is between Full Service Bar with Food and Casual Dining with Bar?

**Response** *Casual Dining is typically in a large space and operates as a brand or Themed Concept.*

Question #84 On Package # 7 space BF14 is a Coffee with Cafe/Bar and under desired menu it states "full alcoholic beverages." However, under Non-Permitted Menu/Concepts it states "alcoholic beverages," could you please clarify whether alcohol is permitted?

**Response** *Alcohol is permitted. Please see revisions to Scope of Concessions Services.*

Question #85 On the Proposed Transition Schedule for F&B Exhibit G - Package 6 states Phillips Seafood becomes QSR and Hamburger, is that true?

a. Package 7 on the same exhibit says Concourse A and D, shouldn't these be B and F?

b. Package 8 states Concourse B and F, shouldn't these be Concourse A and ATR?

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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**Response**            *a. Yes.  
b. Yes.  
Please see Exhibit 5: Revised Exhibit G; Proposed Transition Schedule  
(FC-5191 through FC-5199; Food and Beverage Concessions (Packages 1  
through 9)).*

Question #86        With regards to the Premium Rent- Would the airport consider adding  
language that if the increased sales above the pro-forma are realized due to  
temporary construction or additional flights added, which would drive  
additional traffic to the space then this rent will be waived?

**Response**            *No.*

Question #87        If a company is a sub-concessionaire on a winning bid from the large  
packages, are they still able to win a small package in whole or as a JV?

**Response**            *Yes.*

Question #88        Can a company be on multiple packages as a sub-concessionaire through a  
sub-lease agreement?

**Response**            *Yes.*

Question #89        As a sub-tenant, are we required to produce audited financial statements?

**Response**            *You are not required to provide audited financial statements if you are a  
sub-tenant. Only the Primary contractor or newly formed entity is required  
to provide documents as stated in FORM 2.*

Question #90        During the Food and Beverage Tour on Wednesday April 6, 2011, our tour  
guide (Dir. Paul Brown) pointed out several existing "Smoking Lounges" in  
the Main Terminal in HJAIA. Mr. Brown stated that the airport was not  
going "Smoke Free" anytime in the near future and is in fact looking to  
incorporate more smoking units on other concourses. However, at the  
conclusion of our tour of the new Maynard Jackson International Terminal I  
noticed that there was "No" mention of a "Smoking Lounge".

Does the airport plan to incorporate a "Smoking Lounge" into the current bid  
for the new International Terminal? If not, is it possible that there might be a  
separate bid for such?

**Response**            *Yes, however, this is a future program that is in the planning stages. It has  
not yet been formally initiated by the Department of Aviation, City of  
Atlanta.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #91 What concourses currently do not have a “Smoking Lounge”?

**Response** *Concourse D.*

Question #92 Are we allowed to bid a “Smoking Lounge” in any of the RFP spaces on concourses that do not have a “Smoking Lounge”? If not, is it possible that there might be a separate bid for these locations as well?

**Response** *Concourse D can have a bar concept that allows smoking.*

Question #93 I am a small business with only one location in Atlanta, and am applying for DBE status. After reading through the RFP documentation of requirements, I need clarity on one item. Since I only have one location, would I be eligible to apply under a prime or individually for a space at the Atlanta Airport?

**Response** *If responding as a prime Concessionaire, you would need to meet all minimum requirements and to formulate a response that adequately covers all offered locations.*

Question #94 One of my insured’s will be bidding on the job and I looked thru FC-5196 and I cannot find your form for the Performance and Payment Bonds. All it says is that the form must be approved by the city’s attorney. Is there a standard form that the city of Atlanta uses?

**Response** *Please see Attachment B; Payment and Performance Bonds.*

Question #95 How many packages can an ACDBE participate in?

**Response** *There is no limit.*

Question #96 How many locations can a brand have as a subtenant?

**Response** *There is no limit.*

Question #97 If awarded within the MHJIT Package, will the contract term be 10 years from date of opening?

**Response** *Seven (7) years from the Commencement Date (as defined in the RFP) for Retail.*

*Ten (10) years from the Commencement Date (as defined in the RFP) for Food and Beverage.*

Question #98 Can a subtenant participate in the F&B and Retail packages?

**Response** *Yes.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #99 Why does the RFP require a Proposal Bond at submittal? If the proponent is not on the shortlist, why is the bond returned after such a lengthy time period?

**Response** *The City has the discretion, and in this case has chosen, to require performance guarantees. Unsuccessful proponents' bonds will be returned within 90 days of contract award, which occurs upon Council adoption of legislation and the Mayor's approval of such legislation. This is done in the event that the successful proponent is unable to undertake the project and the City opts to secure a contract with another proponent.*

Question #100 Will the RFP for Maynard Jackson International Terminal be extended due to the construction still ongoing?

**Response** *No.*

Question #101 I wanted to confirm that the final version of the RFPs listed on the City's web site is correct in regards to Packages 7 & 8. The final version issued lists Package 7 as the small package for Concourse B and newly added space for Concourse F; Package 8 is listed as the small package for Concourse A and newly added space for the Atrium. This appears to be in conflict with the site map attached and is different than the draft versions of the RFP issued previously. The draft version had Package 7 as Concourse A and Package 8 as Concourse B which made sense chronologically.

**Response** *Yes, the final version of the RFPs listed on the City's web site is correct.*

Question #102 Following questions concerning the Atlanta Airport F&B RFP FC-5196:

Question #1:

2.2.4.2 Construction Plan/2.2.4.2.9 Transition Plan

- Please, clarify and or provide an example of your expectation of the proponent's level of Food & Beverage service during construction.

Question #2:

Please, provide user friendly forms for the following as per the RFP.

- Subcontractor Contact Form ACDBE-2 (2 pages)
- Equal Business Opportunity Subcontractor Project Plan Subcontractor/Supplier Utilization Form ACDBE-3
- First Source Jobs Information Form 4 and Form 5

Question #3:

Please provide clarification on the packaging for Volume I, II and Financial Offer.

- Are Volume I, Volume II & Financial Offer binders to be placed in separate containers or can they be clearly marked and placed in same container.

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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**Response** *Question#1: Proponents should present a plan to utilize current restaurants and temporary kiosks to provide adequate food services during each construction phase. Service levels should consider service times, operation (i.e. restocking), alcohol options and seating areas to meet the majority of demand.*

*Question #2: All forms are on the City's Website (www.atlantaga.gov). Fillable PDF forms are located in their respective RFP files. Fillable MS Word forms for Appendix A can be found on the City's website by navigating to the Office of Contract Compliance page which is under the "BUSINESS" section. Once on OCC's page, you may click on forms and download.*

*Question #3: Volumes I, II and the Financial Offer may be placed in the same container. Please see section A. REVISIONS.*

**Question #103** **Part 1: Section 3: Item 3.1: Award Limitation:**  
Please clarify the statement made by staff at the Pre Proposal Conference:  
*"A Joint Venture Partner (JV), on Packages No. 1 through 5, will not be considered for awards of Packages 6 through 9, if said JV is part of a Proponents proposal which has been awarded 2 Contracts in Packages No. 1 through 5."*

**Response** *This is not an accurate statement. Please refer to the RFP documents. If a Proponent wins any single contract from Packages Nos. 1-5, it (including its individual JV partner(s)) will not be eligible to win any contract resulting from Packages 6-9.*

**Question #104** What is the rule if said JV is on a team on Packages No. 1 through 5 which is only awarded 1 Contract of Packages No. 1 through 5? Can said JV be considered for an award of Packages No. 6 through 9?

**Response** **No. See response to previous question.**

**Question #105** Please clarify that a "Sub Tenant" can participate in all Packages No. 1 through 9 and that the Limitation rule does not apply to "Sub Tenants".

**Response** **Correct.**

**Question #106** **Part 1: Section 5: Minimum Qualifications:**  
Must the Proponent have *"three (3) consecutive years of experience within the last five (5) years in the operation and management of no less than ....."*?

**Response** *No, Please refer to Part 1, Section 5 of the RFP. The experience does not require consecutive years.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #107 Are snacks (Chips, Beverage, Candy, Gun, Water, Pastries, etc.) considered “Food Sales” and therefore count towards the 75%?

**Response** *No.*

Question #108 Does a “Convenience Store” meet the qualification limit of 75% of food sales?

**Response** *No.*

Question #109 Is the minimum of \$ 10,000,000 in annual gross revenues US Dollars? If yes, please detail what guidelines (conversion rates) the City will use for Proponents relying on non USA based operations to meet this qualification.

**Response** *The city will amend the RFPs to include the following language:*

*In establishing the financial qualifications of the proponent’s equity and/or assets, if the proponent’s capital or assets are primarily denoted in foreign-denominated currency, the City shall use the rates featured in the June21, 2011 edition of the Wall Street Journal for all conversion calculations in to US Dollars.*

Question #110 The 75% rule is not listed in the “Sub Concessionaires (Joint Venture) Section (5.4), why not?

**Response** *Requirement does not apply to subconcessionaires.*

Question #111 Do Sub Concessionaires who operate non Food & Beverage concepts that meet the \$500,000 threshold qualify?

**Response** *No. Sub concessionaires must also have Food and Beverage experience in accordance with the qualifications.*

Question #112 Part 1: Section 18: Prohibition on Exclusive Sub concessionaire Agreements: What if a “Sub Concessionaire” chooses to not participate in any other Proponents response?

**Response** *Subconcessionaires are not required to participate with more than one prime contractor. Prime concessionaires are prohibited from restricting subconcessionaires’ ability to participate with multiple Primes, if the subconcessionaire chooses to do so.*

Question #113 Does this same rule apply to Joint Venture Partners?

**Response** *No.*



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- Question #114 Exhibit A: Scope of Services:  
Permitted General Use:  
Are concepts “*featuring*” elements (portion of the menu, named menu items, etc.) of a Celebrity Figure (Chef, television show, movie,) allowed?
- Response** *Yes.*
- Question #115 Please clarify “*demonstrable following and or relevant applicability to HJAIA*”.
- Response** *Subject to the guidelines of the RFP. It is incumbent on the proponent to demonstrate following and applicability to H-JAIA.*
- Question #116 Has HJAIA conducted any Passenger surveys to determine Passenger Preferences, Likes, and Dislikes?
- Response** *Yes.*
- Question #117 If so can the City please provide a copy?
- Response** *No.*
- Question #118 If a proponent has licensed, trademarked, etc. a “generic” concept (in house brand) can it be proposed?
- Response** *Yes.*
- Question #119 Can local (Atlanta Georgia based) brands with only one location be proposed?
- Response** *Yes.*
- Question #120 Specific Use:  
The majority of spaces, under “Non Permitted Menu / Concept” list “*Menu Items prepared in advance*” as a restriction. Please reconcile this restriction when, Pastries, Donuts, Ice Cream, Snacks, Fresh Made Sandwiches, and a host of other Menu items cannot meet this rule.
- Response** *We are intending to limit “Grab and Go,” concepts in certain areas of the airport. We have a viable kiosk program which is a subset of many of the packages currently offered which addresses this need. An example of this restriction is that sandwiches may not be prepared off site in certain food court locations where explicitly mentioned.*
- Question #121 Part 2  
The “Premium Rent” clause included in the HJAIA RFP proposes to penalize the concessions operator for sales that “exceed revenue projections” by 25%. Please reconcile the following questions:  
What is to prevent Proponents from providing extremely high “over project”

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	sales to alleviate this issue?
<b>Response</b>	<b><i>Projections will be reviewed for reasonableness as part of the evaluation of proponents' business plan. Additionally, see the projected revenue true-up language in the concessions agreement that addresses this situation.</i></b>
Question #122	What mechanism does the selection committee have or will use to determine which Proponent is furnishing realistic sales projections?
<b>Response</b>	<b><i>Industry experience and training.</i></b>
Question #123	Isn't it in the best interest of the City and Airport to encourage Operators to drive sales and therefore realize higher % Rents for those higher sales.
<b>Response</b>	<b><i>Yes.</i></b>
Question #124	What will prevent operators to under-report sales?
<b>Response</b>	<b><i>Audits of concessionaire gross receipts.</i></b>
Question #125	How can the City and Airport reconcile or predict any major economic downturn, terrorist attack, natural disaster, traffic delays, etc., that could positively (or negatively) impact sales?
<b>Response</b>	<b><i>We cannot predict. However, there is language in the Concessions Agreement addressing this issue.</i></b>
Question #126	How will the City and Airport staff administer the "Negative Enplanement" adjustment clause?
<b>Response</b>	<b><i>The Negative Enplanement Adjustment Clause will be administered only when the conditions are triggered by airport events. The 25% minimum enplanement reduction must happen in the second year or later of the concessionaire agreement as compared to the same month, previous year. The resulting adjusted MAG will be the original amount decreased by the month over month percentage decrease in the number of enplaned passengers on the "affected concourse." Further details can be found in section 11 of the Concessionaire Agreement located in the RFP document(s).</i></b>
Question #127	The 2 Year True Up calculation does not prevent Proponents from over stating their first 2 years projections (and full term projections) which will be used in assessing (scoring) the financial section. What guardrails or standards will be used to determine realistic or un-realistic projections?
<b>Response</b>	<b><i>Projections will be reviewed for reasonableness as part of the evaluation of proponents' business plan. Additionally, see the projected revenue true-up language in the concessions agreement that addresses this situation.</i></b>

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #128 Would the City consider removing this clause and inserting a clause that prevents Proponents from “over stating or over projecting” sales which are unrealistic and unachievable (and therefore should be penalized)?

**Response** *No.*

Question #129 Part 3: Evaluation  
Concept/Organization/General Capacity/Facility (20 Points)  
Please reconcile the following conflict:

- Part a: Merchandising and Concept Plan states that the “criterion measures the following: ..... (last sentence) “*and compatibility with the merchandising plan*”. However, the RFP states that Proponents may propose alternate merchandising plans.
  - Will a Proponent be penalized for not following the City’s Merchandising Plan (requested Categories/Concepts) and proposing alternatives Plans, Space Use, Concepts, Categories, etc.?

**Response** *As stated in the RFPs, “proponent has the flexibility to substitute other concepts so as long as the overall variety, quality and service is not compromised.”*

Question #130 Financial Offer / Financial Statement & Capability

- Why are the Financial Offer points 4 times more than the Financial Statement and Capability points when a) MAG is fixed and b) all proponents proposing the MAXIMUM MAG will be awarded the same number of points?

**Response** *a. Greater comparative emphasis is being placed the on financial offering to the City than on the financial capacity evaluation.  
b. Yes, All proponents proposing the maximum MAG will be awarded the same number of points.*

Question #131 Would the City consider placing more weight on a Proponents Financial History, Stability, Capability to Perform, and Past Financial Performance (Bills, Rents, paid on time, no default of existing or previous contracts/leases, etc.)?

**Response** *No.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #132 Part 5:

Marketing:

- Can the City provide a detail on the .5% Marketing Fee expenditures for the past 3 years?

**Response** *The marketing fee will cover development, implementation and/or installation of signage and other promotional materials and programs. The specific use of the Marketing Fee will be within the sole discretion of the Aviation General Manager. Presenting the past three year's activities would be misleading to the proponents, for the following reasons:*

- a. it could imply a false level of completeness, for the marketing plan has, to date, only been applied to a small subset of merchants who came on board with the Airport in the last three years.*
- b. A list of activities may give proponents the impression that participation in the Concessions Marketing Program is optional.*

Question #133 GENERAL QUESTIONS:

What if two or more proponents score the same points overall (tie) for a particular Package and that package matches their Package Preference? Is there a "Tie Breaker" process? Can you please articulate this process?

**Response** *There is no formal tie breaking procedure. Historically, because of the nature of the evaluation criteria, ties have not been an issue.*

Question #134 Can a proponent propose alternate layouts, concept / position (where located), categories, etc. for Food Courts?

**Response** *Yes.*

Question #135 Can a Proponent propose alternate designs for Kiosk (FMU) locations? (The City has published a standard design for all F&B Kiosk, can this be changed?

**Response** *Yes.*

Question #136 Will ALL International Departures (enplanements) be handled by the new Terminal F?

**Response** *No. All international arrivals must operate out of Maynard Holbrook Jackson International Terminal which includes Concourses E and F. With the exception that if all gates are utilized, departures may operate from the domestic concourses.*

Question #137 Would the City consider proposals that do not utilize (open immediately) all of the spaces in terminal F?

**Response** *Yes.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #138 Would the City consider reducing the number of F&B Units in Terminal F until enplanements justify their development?

**Response** *No.*

Question #139 The RFP states that “By submitting a Proposal in response to this RFP, Proponents waive any rights to protest the solicitation or award”.

a. Does this mean that there is no “Protest Process” whatsoever?

**Response** *No. This provision only restricts the right of protest on grounds related to package award limitations.*

Question #140 b. If there is a Protest Process, can the City please provide the details of this process?

**Response** *The City’s protest process is set forth in Section 2-1161 of the City’s Code of Ordinances.*

Question #141 I have a question regarding the minimum qualifications for a Proponent. I have a partner who owns more than 50% of the company submitting proposals for several of the RFPs who is a franchisor of two concepts. Their full-service restaurant concept has over 50 locations in several states and operates free standing restaurants as well as airport locations (LAX, New Orleans and Las Vegas), college campuses, malls and shopping centers. While he owns more than 5 food and beverage locations personally, the gross revenue from those stores alone is less than \$10 million annually; however he plays an important operational and management role in all of the franchised locations by training the store managers and franchisees as well as frequently inspecting each location to see that they adhere to the franchise standards, maintain the high quality food products and insure that each location delivers the excellent customer service for which the chain is known. The franchisor provides regular on-going training to the staff of all the franchised locations. The entire franchise generates in excess of \$90,000,000 in annual sales.

Since the RFP does not say that the Proponent must “own” at least 5 food and beverage locations generating at least \$10 million in annual revenue, I wanted to make certain my partner meets the minimum qualifications by owning and managing the franchise that has food and beverage sales in excess of \$90 million as well as owning more than 5 locations that generate less than \$10 million in annual revenue.

**Response** *From your description, it would appear that your manager in question does have the experience that would qualify your business as a proponent.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #142 What is the basis for the rent price per square footage?

**Response** *Retail and Food & Beverage rents are assessed on a gross revenue basis and expressed as percentage rent. They are based on industry expert analysis of concessionaire profitability and cost profile for the airport concessions industry.*

Question #143 Will the Airport provide any projected enplanement figures or information to help with financial projections for Concourse F?

**Response** *The City does not provide future projections for solicitations.*

Question #144 Will certain Forms (Form 1, 2, 9, etc.) be provided in a form that can be used for input or will proposers have to recreate them?

**Response** *All forms are on the City's Website ([www.atlantaga.gov](http://www.atlantaga.gov)). Fillable PDF forms are located in their respective RFP files. Fillable MS Word forms for Appendix A can be found on the City's website by navigating to the Office of Contract Compliance page which is under the "BUSINESS" section. Once on OCC's page, you may click on forms and download.*

Question #145 Are current operators who are selected to retain concept be required to replace all kitchen equipment?

**Response** *Yes.*

Question #146 If proposers own their business property, do you want to receive letter from Mortgage Company? (Section: 2.2.5.1.3)

**Response** *Yes.*

Question #147 For Sub-concessionaires and Primes of Small Packages, is it required to have personnel for each position listed under Section 2.2.5.2.1?

**Response** *No. Please see section A. REVISIONS. While this question only concerns small Food & Beverage packages, please note that the revision applies to all Food & Beverage and Retail Packages.*

Question #148 On Form 1, please explain "Proposers Service Provider Key Personnel (as appropriate) in Concession Agreement. I did not see any reference to key personnel for service providers in the agreement.

**Response** *Service provider key personnel is chiefly a concern in the contracting award process. The concessionaire agreement focuses on ongoing operation of concessions, and the excellent performance of any service providers is implied.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #149 We respectfully request that the City reconsider the premium rent requirement given that it is not a normal business practice and penalizes operators for being successful and is more complex to monitor. Will the City reconsider it as currently written or only require the premium rent clause to be applied to the entire package instead at the individual operator level?

**Response** *No.*

Question #150 Are As-built or documentation ready for Concourse F projects and new projects on Concourses D and T? If not, when will we receive this information?

**Response** *Yes.*

Question #151 It is cost prohibitive to bid on new spaces, will the City reconsider giving credit for base building improvements?

**Response** *No.*

Question #152 Can a proposer bid as a Prime on a small package and submit as a Sub-concessionaire on another small package and win both? For example, Mr. Jones is a Prime on package 7 and he is a Sub-concessionaire on Package 6. As a Prime, Mr. Jones ranked his Package 7 as first preference and has the highest score and is awarded the package 7. Mr. Smith is the Prime for package 6. He wins the highest score and has ranked it as his first preference, but he has Mr. Jones in his package as a Sub, will he be awarded the package?

**Response** *Yes.*

Question #153 I was wondering what stores are currently in the space numbers which I am listing below.

Package number 6  
Space number: D-F13 A

Package number 7  
Space number: B-F14  
B-F12  
F-F1

Package number 8  
Space number: A-F16a  
A-F13  
ATR-F6

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	<p>Package number 9 Space number: C-F1 C-F13</p>
<b>Response</b>	<p><b><i>Package number 6 Space number: D-F13 A: Sojourners Gate D5</i></b></p> <p><b><i>Package number 7 Space number: B-F14: Seattles Best Gate B3 B-F12: Sweetwater Brewery Gate B11 F-F1: Location in new concourse</i></b></p> <p><b><i>Package number 8 Space number: A-F16a: Starbucks Gate A3 A-F13: Sam Adams Brewhouse Gate A12 ATR-F6: Seattles Best</i></b></p> <p><b><i>Package number 9 Space number: C-F1: Hot Dog Zone Gate C30 C-F13: Moe's Southwest Grill Gate C14</i></b></p>
Question #154	<p>Please clarify the following: A new entity is formed to propose on packages 6 - 9. The entity is comprised of more than 3 people. Which person is required to submit the financials?</p>
<b>Response</b>	<p><b><i>The individual(s) meeting the experience requirements must provide financials.</i></b></p> <p><b><i>If a general partnership or a joint venture is proposed, all member companies are to respond separately to all questions, each completing a separate Form 2 to be submitted with its Proposal. Documents to be submitted are listed in Form 2.</i></b></p>
Question #155	<p>For space A-F11, Casual Dining with Bar, the Concept Specifications reads: "Full service bar with limited food service. Is this correct?</p>
<b>Response</b>	<p><b><i>No. Casual Dining is the correct concept. See Revisions to Scope of Concessions Services.</i></b></p>
Question #156	<p>The concept specification for BF-1 indicates that it is a "Full service bar with limited food service bar" however the concept title is "Gourmet Market". Please clarify?</p>



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**Response** *The concept should be titled Bar with Food. See Revisions to Scope of Concessions Services.*

Question #157 The concept specification for CF33 indicates that it is a “Kiosk featuring quick service menu options” however the concept title is “Quick Service – Open”. Please clarify?

**Response** *Quick Serve- Open. See Revisions to Scope of Concessions Services.*

Question #158 Will the City construct an ADA elevator and escalator for access to the mezzanine food court seating area and 2<sup>nd</sup> level of the casual dining space in Package 4?

**Response** *Yes.*

Question #159 Exhibit H Premises Availability Schedule indicates that several existing locations will be available to the successful proposer on November 13, 2011 (Phase I of the transition plan). Is this correct, if the current spaces are currently under contracts that will not expire until December 2011 and January 2012?

**Response** *Some space in some RFPs will be available on November 13, 2011.*

Question #160 Exhibit H Premises Availability Schedule indicates that the Atrium portion of Package 5 will be available to the successful proposer on January 8, 2011 and MHJIT will be available on the “Contract Execution Date”. Will the atrium and Terminal F be under separate contracts?

**Response** *No.*

Question #161 Form 10: Food and Beverage Past Performance and Experience Form requires that proposers submit store name, store address, concept description, type of operation, store opening/closing, annual gross sales, square footage and sales per square foot. If we have several locations in multiple airports, which years will the City require annual gross sales?

**Response** *Three of the last five.*

Question #162 Will proposer’s subtenants be required to provide a letter from their bank stating that the subtenant has a credit line available for the project?

**Response** *No.*

Question #163 Should proposers include in their proposals the architectural design team for subtenants?

**Response** *This information is not required.*

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Question #164 When are companies required to be certified as ACDBEs? The “Equal Business Opportunity Subcontractor Project Plan Subcontractor/Supplier Utilization Form requires that proposers provide “Certification No. and Expiration Date”.

**Response** *A proponent may list any firm with a pending DBE certification application that was completed and submitted by the time the bid proposals are due. The proponent may count the participation amount/percentage contributed by the pending DBE certification applicant toward the goal. However, a proponent is not relieved of the responsibility to engage in further good faith efforts to secure other certified DBE firm in the event that one of their team members with a pending application does become successfully certified. If a proponent is seeking to utilize a sub-concessionaire or sub-consultant with a pending certification the proponent may indicate the “pending status” in the “Certification No. and Expiration Date” section of OCC’s required submittal documents located in appendix “A”.*

Question #165 Part 2, page 10 of FC-5191 states “ Each proposal must contain an index and separate sections for the information requirements set forth in the RFP, as well as for the forms required to be submitted.” Should the separate sections be divided according to the Submittal Check Sheet?

**Response** *Yes. Please see section A. REVISIONS.*

Question #166 Can references (see 2.2.5.2.2.6.5) on resumes include brand partners as well as landlords who own the property where a project is located?

**Response** *Yes.*

Question #167 Should proposals include E-Verify information for subconcessionaires?

**Response** *It is not necessary. Pursuant to state law, the City may not evaluate proposals that do not include a fully executed Contractor’s Affidavit.*

Question #168 Will the City provide the flooring for the food court common seating areas on Concourse D and the new international terminal?

**Response** *Yes. Both terminal F and the centerpoint of D are yet to be constructed. The flooring for these areas will be provided by the City.*

Question #169 In FC-5191, Exhibit A, Scope of Services, in the last full paragraph, it states that there are 10 locations that will share in the food court CAM charges, but there are only 8 food court locations. Please clarify?

**Response** *Eight (8) locations to share CAM charges.*

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Question #170 Should sub concessionaires complete Form 11, the SAVE Affidavit?

**Response** *No.*

Question #171 Since the city has the right to terminate a contract if the city and the concessionaire do not agree on plans and specifications within 30 days after the Commencement Date, as indicated in Section 7.1.2 of the Concessions Agreement, shouldn't the City have a specific time period in which it will provide comments to concessionaire's plans?

**Response** *The Department of Aviation will respond to 100% drawings within 10 days of receiving an approved submittal.*

Question #172 Should sub concessionaires' First Source Jobs information be included in the proposals?

**Response** *Yes.*

Question #173 How will the Checker's operator's food court pro rata share be calculated on Concourse B?

**Response** *It will be based on square footage.*

Question #174 Is there storage on concourse B for the food court operators? If so, is the storage area above the food court?

**Response** *There is limited storage on Concourse B. See Attachment D; Available Temporary Storage Space. The storage is not above the food court.*

Question #175 Will space AF19 in Package 1 allow smoking as it currently allows?

**Response** *Yes.*

Question #176 Is the description of the Casual Dining space (Food package 1, AF-11) correct? It says bar with food versus casual dining with bar.

**Response** *Concept should be Casual Dining. See revision to Scope of Concessions Services.*

Question #177 In most of the QSR and Bar location descriptions, there is a restriction for not providing premade food. Is it the intent of the airport staff to eliminate ANY Grab and Go options at any of these locations?  
Bottled drinks included?

**Response** *Yes, where specifically mentioned. No, bottled drinks not included.*

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Question #178 Per the contract MAG rent begins on the Commencement date, which is the date the spaces are turned over to the concessionaire for build-out. Please explain what the airport envisions during the construction phase with regard to temporary concessions facilities.

**Response** *The successful proponent will provide adequate and continued concessions services during the transition phases according to a transition plan developed by the concessionaire. A suggested plan is included in Exhibit G of the RFP document.*

Question #179 Please identify what storage, commissary, and office spaces are available per package and what the current costs (rent, etc) are for these spaces for F&B concessionaires. How much space does the airport have to allocate for these types of functions? And, does the airport anticipate not having enough support space available on the airport grounds where off-site space may be necessary?

**Response** *The airport has limited storage space. Proponents should plan on providing adequate off-airport space for their operation. Please see Attachment D; Available Temporary Storage Space.*

Question #180 Please provide an estimate of the following historical expenses in the terminals: common area maintenance charges, utilities (including water, sewer, gas, electricity, trash removal, etc.).

**Response** *Please see Attachment A; Estimated Costs for M & O.*

Question #181 Please confirm under Section 7.2.1.3 whether "all construction costs" includes equipment.

**Response** *No.*

Question #182 Part 1, Section 18 of the RFP sets forth the Prohibition on Exclusive Sub concessionaire Agreements. Please define the term "subconcessionaire." Does it mean subtenants and sub lessees who will directly operate concessions at the Airport under sublease agreements with prime concessionaires? Does it include franchisors and licensors of branded food and beverage concepts?

**Response** *No.*

Question #183 Form 3 -Disclosure Form and Questionnaire Form. Does the definition of "Proponent" mean each Proponent and its constituent members, firms, partners, joint ventures and sub concessionaires for this RFP only, or does it mean the Proponent and its constituent members, firms, partners, joint ventures and sub concessionaires at other airports where the Proponent does business? In other words, is disclosure required for the Proponent's sub concessionaires and joint venture partners for business operations outside of

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<b>Response</b>	the opportunities at Hartsfield-Jackson Atlanta International Airport? <b>No.</b>
Question #184	Are there special liquor licenses available for Airport bars and restaurants?
<b>Response</b>	<b>No.</b>
Question #185	Are proposers required to apply for or obtain business licenses before submitting proposals?
<b>Response</b>	<b>No.</b>
Question #186	Will CAD files be available for the Lease Outline Drawings?
<b>Response</b>	<b><i>In many cases the City will be able to provide CADD files. If a CADD file is not available for a space, the DOA will provide a set of drawings.</i></b>
Question #187	What terminals/spaces will have gas available?
<b>Response</b>	<b><i>Atrium and Concourses T, E and F.</i></b>
Question #188	Will wood burning brick ovens be permitted assuming they are under a hood with fire suppression?
<b>Response</b>	<b><i>This is subject to approval on a case-by-case basis by the Department of Aviation. Ovens must meet building codes and receive approval from the Department of Aviation.</i></b>
Question #189	Will local grease traps within each space be acceptable, or are large under terminal grease interceptions be required?
<b>Response</b>	<b><i>A new grease trap will be required within each location. The Department of Watershed and the Department of Aviation will determine the requirements for all existing 1,500 gallon grease interceptors. Please refer to the City of Atlanta (Watershed) web-site for additional information.</i></b>
Question #190	How is ACDBE participation going to be valued? For example, if the Concessionaire is a joint venture comprised of one ACDBE partner (40%) and one non-ACDBE partner (60%), will the ACDBE partner be required to perform services that have a market value equal to 40% of the joint venture's revenues in order for its participation to count to the fullest extent?
<b>Response</b>	<b><i>OCC will count participation in the form of ACDBE certified prime concessionaires, ACBDE certified joint venture team members at the prime level, or ACDBE certified sub-concessionaires. The percentage of ownership in a joint venture does <u>not</u> have a direct relationship to the amount of participation credit received. ACDBE participation credit would be given for the actual dollar value of self performance contributed by the ACDBE certified team member. The team members must be performing a</i></b>

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*function that directly results in revenue generation. The participation goal will be measured against total gross revenue earned (prior to the deduction of any expenses, e.g., advertising, insurance, equipment, etc.) throughout the life of the project.*

Question #191 If a joint venture comprised of one ACDBE partner (51%) and one non-ACDBE partner (49%) is a subtenant of a prime concessionaire, would 100% of the revenues generated by the joint venture subtenant be counted toward the ACDBE goal because the majority partner of the joint venture subtenant is a certified ACDBE?

**Response** *100% of the revenues generated by the joint venture subtenant would be counted toward the ACDBE goal if the newly formed 51%-49% entity is certified as such by the GA Department of Transportation. If the new entity is not certified as such, only the actual dollar value of self performance contributed by the ACDBE certified team member will be counted.*

Question #192 With regard to Section 5.3 of the draft Concession Agreement, can you please specify what functionality is required for a POS system?

**Response** *See Section 5.3 of the Concession Agreement.*

Question #193 Are there shared tenant services for telecommunication/data networking? For example, centralized intra-terminal and inter-terminal fiber optic backbone infrastructure available for tenant use. If so what are the specifications and terms?

**Response** *Yes, there is a DOA operated centralized backbone network that could offer data network services to the tenant. Specifications and terms are not available at this time.*

Question #194 What are the specifications/regulations regarding telecommunications/data network cabling?

**Response** *The specifications/regulations regarding telecommunications/data network cabling can be found in the Hartsfield-Jackson Atlanta International Airport Communications Infrastructure Standards Specification Document. Please see Attachment F; H-JAIA Communications Infrastructure Standards Specifications.*

Question #195 What are the specifications/regulations regarding tenant wireless solutions such as dish antennas and wireless access points?

**Response** *Tenant shall follow DOA Tenant Concept, Project Submittal and Construction Guidelines. Tenant shall coordinate with Department of Aviation during the installation to avoid interference. If any interference between Tenant and Department of Aviation wireless network is created,*

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*tenant must provide a prompt resolution and coordinate with Department of Aviation to minimize the interference. Tenant shall not use any kind of system to disable or jam any Department of Aviation indoor or outdoor wireless system. Please see Attachment E; Tenant Concept, Project Submittal Construction Guidelines.*

Question #196 Are there schematics of the network pathways (available cable trays, telecommunication closets, horizontal and vertical raceways) available for tenant use?

**Response** *No.*

Question #197 In the food court areas for all packages, is the respondent/designer able to reposition/rearrange the food court seating area shown to best fit the new proposed concepts? As long as the "Whole" Food Court Footage is maintained?

**Response** *Yes.*

Question #198 Can the respondent sub-divide the Food Court areas, freely as needed, with concepts and shared seating?

**Response** *Concessionaires may offer suggestions to sub-divide Food Court areas, subject to approval by the Airport General Manager.*

Question #199 Is the respondent responsible for the cost of the shared seating for the Food Court areas?

**Response** *Yes.*

Question #200 Can the respondent propose to gain some/minimal SFoot from unused or underutilized areas around the L.O.D.'s to help properly propose a concept?

**Response** *No.*

Question #201 In the Question and Answer session on April 5, 2011, a person was told that theoretically someone could be a sub-concessionaire on all 9 winning packages. I would like clarification on what a Proponent is in regards to the Limitation on Consideration for Packages (Section 3).

**Response** *The Proponent is the entity (i.e., Corporation, Joint Venture, etc.) that submits a proposal in response to an RFP. Subconcessionaires are not part of the "Proponent" for purposes of the award limitations. A company could be a sub concessionaire with all the winning packages.*

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Question #202      The changes to the RFPs were represented to the audience as giving more opportunities to DBE companies. In fact, the changes could have the opposite effect. What would now limit the number of packages that a single DBE company could be a sub-concessionaire on?

**Response**      ***There are no limits on the number of packages in which a subconcessionaire can participate.***

Question #203      Would the Personal Net Worth of \$1,500,000 be a limiting factor to winning multiple packages

**Response**      ***No.***

Question #204      In the RFP, the DBE protégé/mentor program may account for 50% of the DBE requirement for Packages 1 through 9. Please confirm. If the DBE protégé/mentor program does account for 50% of the DBE requirement for any package, is that protégé required to meet the minimum requirement for sub-concessionaire or JV Partner?

**Response**      ***OCC will count participation in the form of ACDBE certified prime concessionaires, ACBDE certified joint venture team members at the prime level, or ACDBE certified sub-concessionaires. The percentage of ownership in a joint venture does not have a direct relationship to the amount of participation credit received. The team members must be performing a function that directly results in revenue generation. The participation goal will be measured against total gross revenue earned (prior to the deduction of any expenses, e.g., advertising, insurance, equipment, etc.) throughout the life of the project. Once a successful proponent has been identified, OCC will work with that proponent to ensure that opportunities are maximized in the utilization of certified DBE firms during the construction build-out of the concession space(s), as well as any on-going supply opportunities. Participation in these areas must be contemplated independently, and not be included in the participation plan proponents submit in their efforts to meet the 36.0% participation goal.***

Question #205      Question for RFP FC-5191 and the other 8 Food and Beverage packages issued for this round of solicitations.

Base Building Improvements – Please consider the fact that there are a number of non-food and beverage locations (offices, meeting rooms) in this round of RFPs that will be converted to a food and beverage concession location and therefore require plumbing, HVAC and electrical well beyond what currently exists. As a base building improvement that will often have a useful life of 40 – 50 years that the builder/concessionaire should be permitted



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	to recoup those identified base building improvement costs through rent rebates during the term of the lease.
<b>Response</b>	<b><i>The City will not authorize base building rent credits in these RFPs.</i></b>
Question #206	Please reconsider the elimination of the Premium/Penalty rent clause for exceeding the projected rent by more than 25%. This additional charge is highly unusual for any major airport as it is clear the concessionaires do not determine the amount of traffic in the area of their concession and the resulting spike in sales.
<b>Response</b>	<b><i>RFP will remain as written. The City has verified that over 50% of major North American airports employ a graduated rent system in which the percentage rent increases with sales.</i></b>
Question #207	RFP project numbers FC 5191 through FC 5195, FC 5196 through FC 5199Administrative: Can the DOP provide all forms in Word format for the proposer to complete?
<b>Response</b>	<b><i>All forms are on the City's Website (www.atlantaga.gov). Fillable PDF forms are located in their respective RFP files. Fillable MS Word forms for Appendix A can be found on the City's website by navigating to the Office of Contract Compliance page which is under the "BUSINESS" section. Once on OCC's page, you may click on forms and download.</i></b>
Question #208	Space Use: Can two Proposers bid the same concept and operator for the same spaces and get selected to win the package?
<b>Response</b>	<b><i>No, only one proposer can win a particular package. Both can propose; however, there are still other factors (operating methodology, financial contribution to the City, ACDBE compliance, etc.) that will also determine the eventual winner.</i></b>
Question #209	Construction/Investment: If the Proposer includes existing locations in its Space Use plans and the spaces have been updated in the last three years, will the DOP require the Proposer to spend at least \$350/sq ft on the recently updated spaces?
<b>Response</b>	<b><i>Yes.</i></b>
Question #210	How will the transition be executed upon the commencement date for each package?
<b>Response</b>	<b><i>The columns in Exhibit G features a transition plan showing dates when construction should start and Exhibit H is the date when the space will be turned over to the winning proponent(s) under the new contract.</i></b>

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Question #211 Will the winning proponent be allowed to sublease the spaces to the current tenant, until the space is ready for construction?

**Response** *Yes.*

Question #212 If so, will the new Concessionaire pay the current MAG or the new MAG as listed in the RFP?

**Response** *The Concessionaire shall pay the new MAG.*

Question #213 Will the winning proponent be responsible for paying 100% of the MAG upon the commencement date?

**Response** *Only a prorated portion of the MAG, based on the square footage of spaces actually made available to concessionaire, will be due on the Commencement Date.*

Question #214 Or will the winning proponent be allowed to submit a transition plan that divides the concession package into phases and pay a pro-rata share of the MAG based upon when the construction of the concession locations are completed?

**Response** *As stated previously, MAG is due as properties are turned over, not as Concessionaire decides to start building them out.*

Question #215 As an example, Package 3 has seventeen (17) locations, including the FMU's, if the proponent were to divide the package into four (4) phases, 4 locations in Phase I, 4 locations in Phase II, 4 locations in Phase III, and 5 locations in Phase IV; will the proponent be allowed to pay the pro-rata share of the MAG once Phase I construction is completed then the additional pro-rata share once Phase II is completed, etc?

**Response** *See above.*

Question #216 In Part I of the RFP, Section 19 (Offset of Certain Taxes) it states, "It is the City's intent, to the extent the County is successful in collecting such taxes, to permit the successful proponent to pass this tax liability on to its customers directly in a manner to be determined by the City at a later time." The draft Food and Beverage lease included in the Request for Proposal does not mention the "tax liability" in the lease. Will the Food and Beverage lease be amended to address the offset of these taxes? How does the City intend to pass this tax liability on to the customers? Will the City allow the successful proponent to charge in excess of the "street plus 10%" pricing policy? Will there be a special sales tax implemented for food and beverage sold at the airport to compensate for the tax liability?

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**Response** *As stated, the City will make and communicate a final decision on this issue to Concessionaires at a later time.*

Question #217 Should the proponent be made aware of any other municipalities, i.e. the City of College Park, that plan on or are assessing any new taxes on concessionaire's leases and improvements at the airport? If another municipality, other than Clayton County, is successful in assessing tax liabilities, will the City off set these taxes as discussed in the proceeding question?

**Response** *The City of Atlanta will decide the matter at a later time.*

Question #218 The RFP states, "menu items prepared in advance is not permitted" in most locations. How do you define "menu items prepared in advance"? Can you make salads and sandwiches offsite, place them in a cooler, place them in "to-go" packaging, and sell them throughout the day. If not, will there be commissary space available in the airport to make the menu items? If not, does DOA expect it to be prepared only inside the lease space?

**Response** *Concessionaire must prepare menu items inside leased space as designated in the concept description.*

Question #219 Would a concept that includes soup, salads, made to order sandwiches, a daily hot entrée, bakery and other food options to create a meal qualify as a Gourmet Food Market? Would that concept also need to include pre-packaged items such as gourmet cheeses, artisan breads, fruits and vegetables?

**Response** *Yes to both questions.*

Question #220 The RFP states that "prominent and recognizable brands shall not include: 1) generic concepts that do not already possess a license, trademarked, or proprietary name, logo, recipe or food and beverage approach". This statement describes what is typically known as a non-branded concept. In the rent percentage structure as stated in the lease, a category exists for "non-branded food/non-alcohol" concept. What is the definition of a concept that falls under this "non-branded food/non-alcohol" concept?

**Response** *Any concept that is not recognizable or prominent as defined in the RFP section on "prominent and recognizable brands."*

Question #221 The RFP states that "prominent and recognizable brands shall not include: 2) brands or concepts operating in no more than two locations each situated 500 miles or more from Atlanta, Georgia". As an example, would a concept that currently operates in either one or two locations in Chicago be acceptable

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	under the current definition of brands in the “Permitted Uses Generally” in the RFP?
<b>Response</b>	<b>No.</b>
Question #222	Will the winning proponent be allowed to use the current grease traps already in place in the existing facilities? Will there be a requirement for the winning proponent to provide new grease traps/interceptors? In our research, and according to the City Watershed Department, you may use an existing grease trap if it is already built for the space. As long as both parties agree in writing, you may share a grease trap. Anything with a dishwasher must have a minimum of 1500 gallon tank and without a dish washer; a 70lb unit is the minimum requirement. Please verify that the HJAIA is covered under these code requirements?
<b>Response</b>	<b>A: No.</b> <b>A: Yes.</b> <b>A: A new grease trap will be required within each location. The Department of Watershed and the Department of Aviation will determine the requirements for all existing 1,500 gallon grease interceptors. Please refer to the City of Atlanta (Watershed) web-site for additional information.</b>
Question #223	Will storage and commissary space is available for use on each concourse, and if so, where will it be located? What will be the cost per square foot of the storage and commissary space?
<b>Response</b>	<b>Limited storage and office space will be offered to successful proponents. Please see Attachment D; Available Temporary Storage Space.</b>  <b>\$17.50 per square foot per year is the current cost of storage and commissary space.</b>
Question #224	According to Section 5.1.2.1 of the draft lease concerning rent for the FMU’s, the FMU rent is paid on a percentage basis only when the package rent exceeds the MAG on a monthly basis. Please verify this statement.
<b>Response</b>	<b>This is incorrect. Percentage rent must be paid on FMUs whether or not rent exceeds MAG on a monthly basis. Please refer to section 5.1.2.1.</b>
Question #225	Is natural gas available for any terminal or concourse of HJAIA? Please verify the availability by terminal and concourse.
<b>Response</b>	<b>Natural gas is available in the Atrium and on Concourses T, E and F.</b>

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Question #226 According to the EXHIBIT H: Premises Availability Schedule, Package #2 will have space #B-F8 available on January 8, 2012 and space #B-F13 April 30, 2012. Please provide the availability dates for the remainder of the spaces in Package 2.

**Response** *January 8, 2012.*

Question #227 Can the proposer consider, on a case-by-case basis, removing part of the 8' high bulkhead sign soffit at lease line to increase visibility into the space as some other tenants have done previously or must the 8' bulkhead be respected?

**Response** *The proponent is free to change whatever the proponent wishes as to design provided that all design changes must be approved by the City; however, the proponent is cautioned that the City is neither requiring nor evaluating concessionaire plans (such as elevation, ceiling and floor plans) as a part of this RFP.*

Question #228 Is the City going to continue to allow smoking in a portion of the dining area in Space A-F19?

**Response** *Yes.*

Question #229 Currently a Casual Dining with Bar is being requested in Space A-F11, however the descriptor for the space describes a bar with food location. Please clarify the description.

**Response** *This space should be designated, "Casual Dining." See Revisions to Scope of Concessions Services.*

Question #230 Currently a Gourmet Market is being requested in Space B-F1, however the descriptor for the space describes a bar with food location. Please clarify the description.

**Response** *This space should be designated, "Bar with Food." See Revisions to Scope of Concessions Services.*

Question #231 For a small business, a Performance Bond is difficult to obtain in the current financial market as it is currently requested in the RFP. Would the City of Atlanta consider reducing the Performance Bond from one year of MAG to three months of pro-rated MAG for Packages 6 through 9?

**Response** *No.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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Question #232 For a small business, a Proposal Guarantee is difficult to obtain in the current financial market as it is currently requested in the RFP. Would the City of Atlanta consider reducing the Proposal Guarantee for Packages 6 through 9 to \$10,000 for each Package?

**Response** *No.*

Question #233 Are all the current Food and Beverage locations connected to the “concessions’ power source”? In the Food and Beverage locations that are to be split into multiple locations, A-F14/A-F14a, C-F13/C-F13a, and D-F8/D-F8a, is there ample power, i.e. amperage, in the current location to support both new locations?

**Response** *All store locations will have adequate power as specified in the Airport Design Criteria. During the design phase, concessionaires will verify each store’s electrical source and make any required adjustments to electrical distributions, including the utilization of another electrical panel.*

Question #234 In the draft lease, Section 7.6, “Maintenance and Repair” it states “Concessionaire shall pay its pro-rata share of Airport Operations and Maintenance (“O&M”) costs to be billed monthly by the City or its designee.” Please provide an estimated cost of the O&M Charge per square foot. Are current food and beverage concessionaires paying an O&M charge?

**Response** *Yes, please see Attachment A: Estimated Costs for M & O.*

Question #235 In the current marketplace, the trend is to include alcoholic beverages in upscale coffee concepts. Would the City consider allowing the successful proponent to sell alcoholic beverages in space D-F2 and D-F7?

**Response** *Yes. See Revisions to Scope of Concessions Services.*

Question #236 In Section 7.2.3 of the draft lease, it states that in the event that the three year renewal reward is granted “...the concessionaire will be required to refurbish the public areas of the premises at minimum costs of \$300 per square foot”. What is the definition of the “public areas”?

**Response** *Any area visible to the public.*

Question #237 Will the City of Atlanta allow location F-R12, in Package 2, to have the option to be used as a service?

**Response** *No.*

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Question #238 Within the RFP, the Enplanements by Concourse sheet for 2010 have two distinct numbers for the total International Enplanements. On the E International line, it states Year to Date to be 3,287,823 million enplaned passengers, the same for the Subtotal International. However under total passengers, it lists Total International as 4,525,863 million, as enplanements that would be 2,125,431 million. Which of these two numbers are correct?

**Response** *Both. Total 2010 International Enplanements are 4,525,863 million with 3,287,823 of the international enplanements on Concourse E.*

Question #239 On the site maps provided, location F-R7 is listed as a News/Convenience, while in the RFP the space is listed as a Specialty. Which is the correct use clause?

**Response** *F-R7 is properly designated as "Specialty Retail" in the RFP. The site map will be revised accordingly and an updated version posted on the City's website in the near future.*

Question #240 In location F-R2, will the City of Atlanta allow a coffee shop to be integrated into the News/Convenience location?

**Response** *Yes. See revision to Scope of Concessions Services.*

Question #241 Will the City of Atlanta consider changing the use clause for sustainable café to offer more mainstream commercial menu options?

**Response** *No.*

Question #242 Within the façade of newsstand concepts, will the City of Atlanta allow vending options that will provide customers 24/7 support?

**Response** *No.*

Question #243 Please offer additional explanation of how the premium rent works. As it is worded currently, could this encourage a concessionaire to over project sales?

**Response** *Projections will be reviewed for reasonableness as part of the evaluation of proponents' business plan. Additionally, see the projected revenue true-up language in the concessions agreement that addresses this situation.*

Question #244 The reinvestment in year 5 seems excessive given the initial capital investment and goal to build-out a first class space immediately upon award. If you invest more than \$350 per square foot initially, can any dollar amount invested over the minimum limit be applied to the mid term refurbishment? Example, initial build is \$450 per square foot, can the \$100 be applied to the mid-term refurbishment requirement?

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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**Response** *No, the mid-term refurbishment minimum investment is \$100 per sq. ft. if the agreement is not renewed with the City, and \$350 per square foot if it is renewed. It cannot be "pre-amortized" or pre-spent by overspending on original build-out.*

Question #245 What traffic projections should proposers use for Term E and F? It is important that these assumptions are stated by airport so projections can be fairly evaluated.

**Response** *The City does not provide projections for solicitations.*

Question #246 Please clarify the starting point for the MAG.

**Response** *As stated in Section 2.1 of the agreement, Concessionaires' obligation to pay MAG begins on the date any portion of the premises is made available to concessionaire. If less than the entire premises is made available at the same time, MAG will be prorated based on square footage and any portion not due on the Commencement Date will be due when the remainder of the premises is made available to Concessionaire.*

Question #247 Would the City of Atlanta please specify the location for the Duty Free Shop in Terminal F?

**Response** *Please see Attachment F.*

Question #248 Will the current Duty Free location in Terminal E remain the same size?

**Response** *Yes.*

Question #249 Please clarify "Desired Inventory" sections for the individual newsstands. For example, F-R1 (2806 sf) lists the same amount of magazine/periodical titles to be displayed as E-RC9 (172 sf).

**Response** *Desired Inventory is just that: desired, not required. The City will consider reasonable recommendations on operational issues such as logistics, merchandise assortment, and space utilization.*

Question #250 Can current operators who are selected be able to recycle some of the newer kitchen equipment?

**Response** *No.*

Question #251 For Sub-concessionaires and Primes of Small Packages, is it required to have personnel for each position listed under Section 2.2.5.2.1?

**Response** *No. Please see section A. REVISIONS. While this question only concerns small Food & Beverage packages, please note that the revision applies to all Food & Beverage and Retail Packages.*



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Question #252 We respectfully request that the City reconsider the premium rent requirement given that it is not a normal business practice and penalizes operators for being successful and is more complex to monitor. Will the City reconsider it as currently written or only require the premium rent clause to be applied to the entire package instead at the individual operator level?

**Response** *No.*

Question #253 Are As-built or documentation ready for Concourse F projects and new projects on Concourses D and T? If not, when will we receive this information?

**Response** *Yes.*

Question #254 It is cost prohibitive to bid on new spaces, will the City reconsider giving credit for base building improvements?

**Response** *No.*

Question #255 As a second generation company... who qualifies as a Proponent? Is it the experienced manager or only actual 1st generation owner? or a combination?

**Response** *The Proponent is the entity (i.e., Corporation, Joint Venture, etc.) that submits a proposal in response to an RFP. Please refer to the Minimum Qualifications section of the RFP for explanation of how the minimum qualifications may be met.*

Question #256 What qualifies as a Proponent. Is the company applying a Proponent, or are the principals of the company the Proponent? According to the current language in the RFPs, to bid as a prime, the Proponent must have (1) 3 of the last 10 years operating a food and beverage concept(s), and (2) the annual receipts must be at least \$1 million. A second generation company will not own a restaurant but the owner will have experience. Does that disqualify it? Additionally, to be a subtenant of a prime on the large packages, you must have 3 of the last 10 years operating a food and beverage concept(s) that brings in at least \$500K annually. Does that disqualify experienced 2nd generation companies and its owners?

**Response** *The company is the proponent. The Proponent is the entity (i.e., Corporation, Joint Venture, etc.) that submits a proposal in response to an RFP. In your example, a second generation company with the requisite experience from the owner or key manager would qualify. Please refer to the Minimum Qualifications section of the RFP for explanation of how the minimum qualifications may be satisfied.*

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Question #257 In the bid it states:  
The Department of Aviation is seeking Prominent and Recognizable brands.

This shall include any and all of the following:

1. brands that may be known by the relevant market segment nationally, regionally, and/ or locally, including but not limited to franchised operations in the quick service restaurant industry, chain full-service restaurant concepts, regionally-themed restaurants, and single-store proprietary restaurant concepts;
2. brands and/or concepts that are based on the expertise or public appeal of a celebrity figure, television show, movie, and/or other significant attraction including but not limited to chef-driven concepts and celebrity-themed restaurants;
3. International brands that would have a demonstrable following and/ or relevant applicability to HJAIA.

Prominent And Recognizable Brands **shall not** include:

1. generic concepts that do not already possess a licensed, trademarked, or proprietary name, logo, recipe or food and beverage approach; and
2. Brands or concepts operating in no more than two locations each situated 500 miles or more from Atlanta, Georgia.

Can a creative, innovative new Concept specifically designed by an experienced airport company, for THIS Airport not qualify?

**Response** *Yes, a company described as such could qualify, subject to meeting the other qualifications of the RFP(s). As the "Prominent and Recognizable" definition states, there are avenues to achieving "branded" status that are in compliance with the above generic restrictions. For example, a "single-location" concept from Atlanta could qualify as a brand under this definition. So also could a celebrity-driven or chef-driven concept.*

Question #258 RFP Questions – FC-5227 and FC-5228, Retail Concessions  
We request that News Convenience and any newsstand type of store be permitted to carry a full range of refrigerated beverages similar to that permitted for the News Convenience Hybrid stores. The sale of pre-packaged snacks which include a wide variety of candy and items such as chips, pretzels, peanuts and trail mix usually also involves the sale of beverages to

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	go with these snacks and this is an important revenue generator for any newsstand or news convenience type of operation in an airport. Newsstands currently in operation at the airport have the full range of beverage.
<b>Response</b>	<b><i>Concessionaires may provide chilled and non-chilled non-alcoholic bottled beverages such as water, soft drinks and juices.</i></b>
Question #259	When will the Duty Free RFP be released for Terminal F?
<b>Response</b>	<b><i>Soon.</i></b>
Question #260	Will the RFP include Concourse E and Terminal F?
<b>Response</b>	<b><i>It is so anticipated.</i></b>
Question #261	What is the expiration date for the Duty Free contract on Concourse E?
<b>Response</b>	<b><i>November 14, 2012.</i></b>
Question #262	At Industry Day, a video clip of the new MHJIT was presented by Mike Williams. Please provide a link to access and view the video.
<b>Response</b>	<b><i>Not available; video of MHJIT is available on YouTube, but this is not an officially endorsed source by the City.</i></b>
Question #263	Some of these spaces are very large. It may come to pass that some of the sales projections for these spaces may not support the capital improvements required. In anticipation of such situations being projected, would the airport permit the proposer to build out a portion of the space initially, with the understanding that the proposer would build out more of the space if enplanements grow?
<b>Response</b>	<b><i>Yes. Please be aware that this is a competitive process. We encourage all proponents to develop the locations with the highest and best use in mind. In such a case, Concessionaire will still be deemed to be in possession of the entire space for purposes of O&amp;M or CAM charges and any other provision in the Agreement tied to square footage of the Premises.</i></b>
Question #264	For bookstore/coffee and News Hybrid spaces, where retail and food is integrated into a single concept, please confirm that a proposer can utilize portions of the Premises for seating and food support space.
<b>Response</b>	<b><i>Yes.</i></b>
Question #265	Which LEED rating system do the concessions need to conform to? (LEED NC, LEED CI, or LEED for retail?)
<b>Response</b>	<b><i>Please see Attachment C; LEED Specifications.</i></b>

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Question #266 In section 2.2.3.1 of the RFP it states "A Proponent may reconfigure a single space to create multiple locations or combine adjoining spaces to create one or more locations. Please confirm that this permits a Proposer to take any number of adjacent spaces and move demising walls so as to make the stores of whatever sizes work best. (provided the newly demised spaces fit within the same square footage/footprint and also provided only one use plan is provided per newly demised space) Example: There are three adjacent spaces of 800 sf, 800 sf and 200 sf. It would be acceptable to make 2 spaces of 600 sf each and 2 spaces of 300 sf each.

**Response** *Yes.*

Question #267 In regard to Terminal F, pre-security store F-R2, 3034 sq. ft., will the concessionaire be allowed to place fixtures in front of the windows?

**Response** *Yes, assuming that you are asking about space inside the lease line it depends on the ultimate designs and approval from the Department of Aviation.*

Question #268 In regard to Terminal F Space F-R2, there are windows that look out onto the tarmac.

a. Is it permitted to put merchandise and fixtures in front of these windows in order to maximize the merchandise selection within the store?

b. Are there any height limitation on such fixtures and displays if permitted?

**Response** *a. Yes.  
b. No.*

Question #269 Please provide the airport survey on customer preferences and airport trends discussed in Exhibit A, Scope of Services, No. 2, Permitted Uses Generally.

**Response** *No. The City will not make surveys available for these procurements.*

Question #270 Due to the uncertainty of projected passenger volumes in Concourse E and Terminal F (no projections were provided for Terminal F) and the risk that this involves, in that the Proponent may have far fewer exposed enplanements than forecast, we request that the City to allow the Proposer to win both retail packages 1 and 2.

**Response** *No.*

Question #271 The RFP includes historical enplanements for Concourse E and T. There are no enplanements in the RFP for Terminal F. What are the projected enplanements for Concourse E and Terminal F? If actual numbers cannot be provided, what percentage of enplanements will remain in E and what percentage will move to F in 2012, 2013 and forward?

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***Response***                      ***The City does not make projections available for solicitations.***

Question #272              The historical enplanements for 2010 on concourse E were the following:

1    Domestic – 1,527,941

2    International – 3,287,823

Will domestic enplanements remain in concourse E?

Will domestic enplanements depart out of F?

If yes, what percentage of the enplanements will be domestic for E and F?

***Response***                      ***Unknown.***

Question #273              Can the projected enplanements for Terminals E and F be provided for each  
of the years from 2012 through 2025?

***Response***                      ***No.***

Question #274              What percentage of international enplanements departing from Concourse E  
are connecting from the domestic concourses T, A, B, C and D?

***Response***                      ***Unknown.***

Question #275              How will passengers flow from ticketing in the new "f" to terminal e?

***Response***                      ***By Train or by walking.***

Question #276              What will be the path passengers take to get to "f" if they are connecting from  
any of the other terminals?

***Response***                      ***By Train or by walking.***

Question #277              What is the dwell time for international travelers?

***Response***                      ***An average of one hundred (100) minutes for all passengers.***

Question #278              In regard to Specific Uses:

- a. There is a reference to travel size health & beauty products. Our company typically provides normal sizes as these provide significantly better value. Are normal sizes permitted?

***Response***                      ***Yes.***

Question #279              b. We note that some items in the RFP are required to be pre-priced. Does this mean pre-priced from the vendor, or, just priced as marked, or can we place our own UPC/price on these items?

***Response***                      ***Either.***

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Question #280            c. Duty Free- it is stated that retailers are restricted from receiving or selling duty free in-bond merchandise. Is the duty free operator restricted from operating/offering duty paid merchandise?

**Response**            *No.*

Question #281            Support Space: How much is available, where, and how will this space be split between the various retail and food and beverage packages?

**Response**            *See Attachment D; Available Temporary Storage Space.  
Space will be assigned based on proximity. Concessionaires in the same area would be offered available space based on a prorated share of sq. ft. leased basis.*

Question #282            Third party Contract receiving and delivery services: Concessionaire should expect to pay up to a \$40. per sq. ft. charge for premises and other spaces used at airport. Premise refers to retail space. This rate is very much on the high side. The costs per package are as follows:

Package #1-\$764,280 per year  
Package#2-\$501,320 per year  
Package #3-\$220,640 per year

**Response**            We would request that while the fee for receiving and delivery services be capped at 2% of sales of the aggregate package.  
*The cost for a third party distribution service must be considered in your proposal. Any delivery contract would be analyzed for value and discussed with concessionaires before final approval. We must ask each proponent to account for this potential charge due to possible changes in security guidelines at any point in the future.*

Question #283            Commencement Date: is defined as when space is made available to concessionaire, specifically for Terminal F, commencement is when Terminal F opens to the general public. Rent starts as per commencement date. Please revise the rent commencement date to be the date that each store opens for business.

**Response**            *RFP shall remain as written.*

Question #284            Street Pricing-  
a. Can the airport please provide a copy of the most recent Market Basket Price Survey with name and address for each of the price comparison locations for each of the concepts in the RFP?

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b. Is there an obligation on the part of the concessionaire to conduct Market surveys on a calendar basis?

c. Does the concessionaire have the right to conduct market surveys at random? This can be very important when some merchandise categories take large and/or unexpected price increases at wholesale level.

d. What is the frequency of the Aviation General Manager's Market surveys?

**Response**

***a. No***

***b. No;***

***c. Yes; and***

***d. Undetermined.***

**Question #285**

Premium rent:

a. Is it permitted for the operators to adjust projections once we gain experience?

b. There is an adjustment in MAG with enplanement fluctuation (- 25%), why not with premium rent?

c. The airport's premium rent is based on the sales levels and projections of individual stores. However, the master concessions that are making these proposals are basing their rent offers on the aggregate sales of each package and on the economic variables that are unique to each of their businesses. If the airport is interested in participating in unanticipated good fortunes, the premium rent should be based on the aggregate sales of the package. Further, the airport should ask each operator to make a rent proposal that works best within their economic parameters. Individual stores are subject to aberrations from enplanements moving and their location. It is completely possible for an individual store to perform above expectations while other nearby stores with slightly different traffic patterns are not achieving their sales projections.

**Response**

***a. No.***

***b. There is no need to address premium rent in a low traffic scenario because the operator will likely be incapable of exceeding projected sales by more than 25% under such conditions.***

***c. Thank you for your comments.***

**Question #286**

Minimum Investment:

There is a minimum per sq. ft. investment of \$350 per sq. ft. for the initial term of 7 years. The \$300 per sq. ft. investment required on the 3 year renewal is disproportionate. The actual need for refurbishment will be dependent upon actual wear and tear, which is partially dependent upon the quality/durability factor of the initial construction. We would request that the \$300 per sq. ft. be revised lower to \$100, or, better to what is actually necessary to return the space to "like-new condition, with the amount

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<b>Response</b>	necessary to be mutually agreed upon by the operator and the airport. <b><i>The RFPs shall remain as written.</i></b>
Question #287	Further, the airport states that there will be a minimum investment of \$100 per sq. ft. in the event the renewal is not renewed, and the renewal appears to only be provided within 30 days of the seventh anniversary. This is the end/expiration date of the contract. Why would the City expect any concessionaire to invest an additional \$100 per sq. ft. when their contract is expiring?
<b>Response</b>	<b><i>Please see section A. REVISIONS. In the F&amp;B RFPs, Concessionaires will be notified before the end of the seventh year (of a ten year term) whether the agreement will be renewed. In the Retail RFP's, the City will notify Concessionaires prior to the end of the fifth year (of a seven year term) whether the agreement will be renewed.</i></b>
Question #288	<p>Part 2: Contents of Proposal/Required Submittals is raises questions about what to include in Volume 1 versus Volume 2 and also about what order to provide the information in to the City.</p> <p>a.It indicates in 1.2 that information provided by a Proponent on FORMs should be submitted in Volume 2. But in Section 2.1.1 it is indicated that Forms 7, 8, 9, 9a, and 10 belong in Volume 1.</p> <p style="padding-left: 40px;">The RFP in Part 2, Section 2.1, part 2.1.1.1.1 shows that the following information should be included in Volume 1 of the RFP.</p> <p style="padding-left: 40px;">2.1.1.1.1 Executive Summary</p> <p style="padding-left: 40px;">2.1.1.1.2 Space Use Plan</p> <p style="padding-left: 40px;">2.1.1.1.3 Operations and Management Plan</p> <p style="padding-left: 40px;">2.1.1.1.4 Construction Plan</p> <p style="padding-left: 40px;">2.1.1.1.5 Overall Project Experience and Performance</p> <p style="padding-left: 40px;">2.1.1.1.6 Key Personnel/Resumes</p> <p style="padding-left: 40px;">2.1.1.1.7 Form 7 Business Plan</p> <p style="padding-left: 40px;">2.1.1.1.8 Form 8 Financial Offer</p> <p style="padding-left: 40px;">2.1.1.1.9 Form 9 Proposed Concepts</p> <p style="padding-left: 40px;">2.1.1.1.10 Form 9a Merchandise/Menu List</p> <p style="padding-left: 40px;">2.1.1.1.11 Form 10 Retail Past performance</p> <p style="padding-left: 40px;">Is this the order in which Volume 1 should be tabbed?</p> <p>b. In Section 2.2 of the RFP, the details of what is required in each section listed above is provided.</p> <ul style="list-style-type: none"><li>• Can the City please confirm that the detail required as per 2.2.2 Financial Statement /Capability belongs in Volume 2 and should be</li></ul>



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included as part of Form 2 Proponent Financial Statements?

- Can the City please confirm that the balance of the information in the detail section of Part 2.2 Information Requirement Details should be included in the above tab sections of Volume 1 as follows:

Section	Tab	Section that details content of tab
2.1.1.1.1	Executive Summary	2.2.1
2.1.1.1.2	Space Use Plan	2.2.3.1
2.1.1.1.3	Operations and Management Plan	2.2.3.3 (1-2-3-4-5-6-7)
2.1.1.1.4	Construction Plan	2.2.3.5
2.1.1.1.5	Overall Project Experience and Performance	(include with Form 10) (no tab or information necessary here)
2.1.1.1.6	Key Personnel/Resumes	2.2.4.3
2.1.1.1.7	Form 7 Business Plan	2.2.3.4 (using Form 7)
2.1.1.1.8	Form 8 Financial Offer	2.2.5 (using Form 8) Does the City wish to have a copy of the Financial included in Volume 1 as well as additional copies of the offer in a separate sealed envelope?
2.1.1.1.9	Form 9 Proposed Concepts	2.2.3.2 (1-2-3-4-5-7-8-9) (using Form 9)
2.1.1.1.10	Form 9a Merchandise/Menu List	2.2.3.2 (6) (using Form 9a)
2.1.1.1.11	Form 10 Retail Past performance	2.2.4 (using Form 10)

If the above is not the correct order, can the City please provide the correct order for the tabs and within each tab, indicate the detail of what information is requested in each tab?

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c. The Required Proposal Submittal Checksheet shows that Item 14 must be included (Documentation of Authority to Transact Business in Georgia). Where should this documentation be included? The Executive Summary section requests information regarding state of formation, or the Form 10 from Section 2.2.4.2 says the Proponent should indicate how Minimum Qualifications are met.

d. Also in regard to the Checksheet, it is indicated that the Financial Offer Form 8, will not be part of the contract. Please explain.

**Response** *Please see section A. REVISIONS.*

Question #289 In Part 2 Contents of Proposals/required Submittals, in subsection 2.2.1.2.4, the RFP requests a declarative statement from the Proponent or any member of the Proponent regarding disputes or litigation with the City. In regard to any member of the Proponent, does this refer to only members that comprise the Proponent entity, or does the phrase member of the Proponent extend beyond the Proponent entity to any and all proposed subconcessionaire business entities and to the entities that comprise the subconcessionaire's business entities?

**Response** *Only entities that comprise the Proponent.*

Question #290 Questions frequently arise as work on the RFP response proceeds or in regard to the responses the City provides to previous questions. Would the City please extend the question period at least until 10 business days following the release to the City's responses to the first round of questions, so that proposers can ask further questions.

**Response** *The City is unable to extend the question period.*

Question #291 Section 3.1 of the RFP under Submission of Proposals, indicates that the each Proposal should be submitted on "double-spaced, typed pages. Does the City really want double-spaced? The entire RFP document is single spaced. Please confirm that the customary single spacing is permitted.

**Response** *Please see section A. REVISIONS.*

Question #292 What is the Airport/City's fiscal year? January to December? July to June? Etc.

**Response** *July through June.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and  
FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson  
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Question #293 In addition to the questions above regarding the RFP, we note that the RFP response does not appear to have a section that permits comments to be made to the lease. We have therefore attached a separate document with comments regarding the lease and request that the City adjust the lease for each of the comments.

**Response** *Thank you for your comments.*

Question #294

ATLANTA RFP  
LEASE COMMENTS  
Space Deletion, Reimbursement.

Section 1.2.2.2. Although reimbursement for deleted space is to be unamortized investment, the amount is stated to be at the City's sole discretion. This City should not have discretion to decline to reimburse in the amount produced by the formula or method described in the lease.

Section 1.2.2.3. Reimbursement is only in rent credits and never paid in cash or applied against any amount owed to the City, other than rent.

Section 1.2.2.6. MAG is reduced only if space taken is more than 10% of the total premises (not a particular Concourse) and MAG reduction is based on square footage not projected sales. This is not a fair method. Added: MAG reduction should be proportional to the sales the space generates in comparison to the aggregate package.

Term Commencement.

Both the rent and term commence on the first date that any space is "made available" to tenant. Each space must be open and operating 150 days after it is made available. That 150 days covers not only construction but also plan approval and permitting and may not be enough time unless plan approval and permitting is accomplished before delivery of the spaces. There is no provision in the lease for that and it is entirely possible that one or all spaces may be "made available" on the day the lease is signed.

This also means the term of seven years is materially shorter since we will not be in full operation until 150 days after delivery of the last space.

Street Pricing Sections 3.4 and 3.4.1 provide that the we may not charge more than the prices approved in writing by the Aviation General Manager and that the Aviation General Manager has sole discretion to determine whether a price is reasonable. There is language indicating that there will be comparison stores but no indication of how they are to be chosen. There is

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
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also language allowing a 10% increase over comparable store prices but the Manager's "sole discretion" price approval would cancel that out.

Gross Receipts Definition

Section 5.1.3 Defines Gross Receipts to include revenues of any type arising out of or in connection with operations at the airport. There is no exclusion for volume discounts or rebates. Please revise.

Security Interest.

Section 12.4 requires us to grant a lien on all of our fixtures etc. in the stores and allows the City to make a public filing of that lien (Section 12.4.4). We strongly object to lien filings. We are a credit worthy tenant and this is unnecessary and inappropriate.

Ownership of Information, Confidentiality.

Section 17.1 states that "*all reports, information, data or other documentation* given to, prepared by or assembled by Concessionaire arising out of the work performed under this Concessions Agreement *are the exclusive property of the City...*and will be kept confidential and not made available to any individual or organization by Concessionaire without the prior written approval of City". (emphasis added). This means that our own sales data is not ours and cannot be revealed without City permission. It is not reasonable to ask this of any Concessionaire and should be deleted.

Section 17.1.2 states "the City has the right to any specifications, computer programs, technical reports, operating manuals and similar work product developed and paid for under this Concessions Agreement." This is our property not the City's. This seems to presume that the City has paid for these items. To the contrary, we are paying the City. This section goes on to provide that if we develop any patentable subject matter the City automatically has a license to use such material without charge. So, if we develop a special program, for example, that allows us to operate more efficiently, the City has a license to use it and probably to give it to a competitor to use, all without our permission and without payment to us. This, too, is unreasonable and should be deleted.

**Response** *Thank you for your comments. The City does not contemplate changes to these sections at this time.*

**Question #295** This inquiry regards the Atlanta Food and Beverage Request for Proposal Packages, 1-9. As you are aware, all of these packages include a provision detailed in Part 1, point 18, titled Prohibition on Exclusive Subconcessionaire Agreements. This provision, as certified in Form 13, does not allow prime concessionaires to restrict the ability of subconcessionaires to participate in any other prime concessionaire proposal responses.

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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We believe this provision to be right in spirit, as the intent is to empower the subconcessionaire, whose resources and access to opportunities are dwarfed by primes' resources and access. A significant problem, however, has developed, subsequent to this provision's inclusion. As in industry practice, long before the release of the RFP, prime concessionaires customarily sign subconcessionaires to exclusive agreements to solicit business with airports. These agreements usually specify an allocation of business to the subconcessionaire. This is certainly the case with this RFP process.

There exists documented evidence that certain prime concessionaires have used this provision as the basis to unilaterally rescind subconcessionaire contracts in order to renegotiate, or renege on prior commitments. While these primes may invite the subconcessionaire to enter new agreements in presumed good faith, there is an opportunity for them to (1) weaken the position of the concessionaire and (2) impose new stipulations not previously agreed to in a new Agreement. I am sure this was not the intent of the City, but some will manipulate this provision to exercise excessive control over the subconcessionaire. Please understand that given the timing of this RFP, it is unfortunate that certain primes will take the tactic of rescinding a contract so that the subconcessionaire has little-to-no time to explore its alternatives and possibly team with alternative primes as a viable option. At this point in the process, most primes are in the final stages of solidifying their teams, so in practical terms, those who are thrown out of a contract, are effectively out of the process.

How does the City plan to address this? Does the City agree with this kind of behavior from a potential prime operator, who represents the culture and spirit of the City and the ACDBE program? It is our contention that a prime concessionaire has the resources and the ability to remove exclusivity arrangements from existing agreements without detrimental results to their competitiveness. Does the City agree? Will you communicate a preferred course of action to address these issues?

**Response**

***Your comments have been considered; As you note, "the intent [of the non-exclusivity requirement] is to empower the subconcessionaire, whose resources and access to opportunities are dwarfed by primes' resources and access." The City maintains that such a requirement, as applied to these RFPs, is in the best interest of the City and in the best interests of the Concessions program as a whole.***

**Question #296**

Is there a standardized form those proposers could submit in response to the "worker retention plan"?

**Response**

**No.**

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and  
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Question #297 What enforcement measures will the airport take if workers are not retained according to a proposer's "retention plan" or "transition plan"?

**Response** *The City does not require a formal retention plan. However, section 3.7.2 of the Concessions Agreement provides that Concessionaire is expected to maintain favorable turnover rates compared to like businesses in the industry. Failure to do so may result in non-renewal or termination of this Concessions Agreement.*

Question #298 Will the airport incorporate proposer's "worker retention plan" into contractual language, or are they meant to be more aspirational?

**Response** *See above.*

Question #299 How does the City first source jobs program work with the incumbent workforce and the worker retention expectations of the RFP?

**Response** *First Source will allow the incumbent concessions workforce to register, whether or not they reside in the City of Atlanta and will work with successful proponents to register and document any of the incumbent workforce hired. Those that are switched will be considered new hires, which will count towards the 50% requirement set forth in the First Source Jobs ordinance.*

Question #300 What role will the airport administration play if labor-related disputes arise after the commencement of the new operations?

**Response** *The City may seek to assist Concessionaires and labor in resolving disputes as appropriate. However, the resolution of labor disputes is the primary responsibility of the Concessionaire and its employees.*

Question #301 Will length of service at the airport be a factor used by a concessionaire to determine whether or not to rehire an incumbent employee? If not, what factors will be used?

**Response** *Employee hiring practices are under the control of the Concessionaire.*

Question #302 Will the airport provide rent relief to a concessionaire if they experience reduced operations caused by disputes over its hiring or labor relations?

**Response** *No.*

Question #303 Questions regarding RFP FC-5229, FC-5228, FC-5227  
Considering a win in Retail packages 1-3 and a win in F/B packages 6-9. Can a proponent be awarded a single retail and a single food package?

**Response** *Yes.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and  
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Question #304 In package# 3 of the retail opportunities there seems to be an extra-ordinary cost of base building improvements. These improvements will go well beyond the life of the contract, can these cost be amortized against the rent?

**Response** *No.*

Question #305 As a first-time Airport operator a smaller package would seem to be a great opportunity except for the cost of building out package #3. Would the airport consider (a) building out that space (b) adding those spaces back into the larger packages or (c) reevaluating the packages to actually create an opportunity that would be profitable for a small business?

**Response** *No.*

Question #306 Can a company who is operating in the airport environment, who has current management experience in all areas of retail, customer service training and other retail qualifications including the gross sales requirements be considered a qualified proponent?

**Response** *Yes, they can be considered, as long as they meet the qualifications; please see the RFP guidelines on experience qualifications. The city encourages all qualified proponents to respond.*

Question #307 In Package 6, it mentions that each "proponent is responsible for the base build outs," a) At what proximate dollar amount per square footage should we assume? \$300 or \$500 per square foot.

b) Does the build out cost include equipments or is it construction ONLY?

c) What sums up a 36% ACDBE requirement?

d) Is there any consideration that IF a concessionaire bids with a Proponent (bidding for Package 1-5) as a subtenant and bids as a Prime member in the small Package 6-9, he or she will get disqualified in the small package if let's assume his/her concept in Package 1-5 is won? This is my most important question.

**Response:** *a) The RFP requires a minimum investment of \$350 per square foot; however, in recent experience, we have experienced actual concessionaire project costs of up to \$400 to \$600 per square foot.*

*b) In calculating the build out cost requirement of \$350 per square foot, the total DOES include equipment costs.*

*c) OCC will count participation in the form of ACDBE certified prime concessionaires, ACBDE certified joint venture team members at the prime level, or ACDBE certified sub-concessionaires. An ACDBE certified prime*

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*contractor would not have to provide further ACDBE participation if the value of its own self performance met or exceeded the participation goal based on total revenue generated throughout the life of the contract. However, once a successful proponent has been identified, OCC will work with that proponent to ensure that opportunities are maximized in the utilization of certified DBE firms during the construction build-out of the concession space(s), as well as any on-going supply opportunities. Participation in these areas must be contemplated independently, and not be included in the participation plan proponents submit in their efforts to meet the 36.0% participation goal.*

*d) If an entity participates as a sub concessionaire (or subtenant) on the large packages 1 through 5, it will still be eligible to bid as a prime for the small packages 6 through 9.*

Question #308      We need some clarification on the extent of Concourse D Food Court. I have marked on the attached pdf our understanding of the proposed food court for Concourse D.

Our understanding:

The Food Court common seating area is comprised of the large area to the west of the tenants on the boarding level, plus two smaller pods of seating along the actual Concourse D. This would match the square footage in RFP No. 4. There are no two story spaces in the food court.

Where we are confused is the large areas on level 2 and 3 that are located to the east of the concourse across from the food court. We are assuming the 4,000 +/- areas to the east of the concourse are restaurants or retailers on both level 2 and 3, and are not part of our scope at this point (see mark up attached?)

Are these assumptions correct?

**Response:**      *The spaces to which you refer that are opposite the food court in the concourse D expansion pertain to spaces designated as D-F3. This is a two story restaurant space, and is so indicated in the RFP document, FC-5194, Exhibit A, Scope of Concessions Services. The lower level is 4,027 square feet, while the upper level is 4,412 square feet. Total of these spaces is 8,439, which the City realizes differs from the published total of 8139). This restaurant space is contained in this procurement effort. Please refer to the scope of services and the Lease Outline Drawings contained in the Concessionaire Agreement (also contained in the aforementioned RFP document).*



***Exhibit 1; Revisions to Scope of Concessions Services***

- Exhibit 1.F.1; Scope of Concessions Services – F&B Package No. 1 (FC-5991)***
- Exhibit 1.F.2; Scope of Concessions Services – F&B Package No. 2 (FC-5992)***
- Exhibit 1.F.3; Scope of Concessions Services – F&B Package No. 3 (FC-5993)***
- Exhibit 1.F.4; Scope of Concessions Services – F&B Package No. 4 (FC-5994)***
- Exhibit 1.F.5; Scope of Concessions Services – F&B Package No. 5 (FC-5995)***
- Exhibit 1.F.7; Scope of Concessions Services – F&B Package No. 7 (FC-5997)***
- Exhibit 1.F.8; Scope of Concessions Services – F&B Package No. 8 (FC-5998)***
- Exhibit 1.R.1; Scope of Concessions Services – Retail Package No. 1 (FC-5227)***
- Exhibit 1.R.2; Scope of Concessions Services – Retail Package No. 2 (FC-5228)***

**FC-5191; Food and Beverage Concessions (Package No. 1) at  
Hartsfield-Jackson Atlanta International Airport**

**Exhibit A; Scope of Concessions Services**

**1. Project Description:**

Proponent shall submit a proposal to construct, fit and finish, operate, maintain and manage twenty (20) food and beverage concessions locations, four (4) Food Merchandising Units (FMUs), and one (1) food court common area (individually and collectively referred to herein as the “Premises”) on Concourse A (A-F2, A-F3, A-F4, A-F5, A-F5a A-F6, A-F7, A-F8, A-F9, A-F10, A-F11, A-F12, A-F14, A-14a, A-F15, A-F16, A-F17, A-F18 (Food Court), A-F19, A-F20, A-F21, A-KF1, A-KF2, A-KF3, A-KF4 ) as further depicted in Exhibit A to Part 5; Concessions Agreement.

**2. Permitted Uses Generally:**

The following uses permitted for each of the twenty five (25) food and beverage spaces, as outlined in this section, include examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport food and beverage trends and customer preference. Proponent has the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. The Aviation General Manager reserves the right to approve any and all substituted store concepts. Proponent shall submit, in sufficient detail, a clearly defined operation believed to be the best concept for the location. These concepts must be clearly defined in the merchandising plan and included in the business plan submitted with the Proponent’s proposal.

The Department of Aviation is seeking Prominent and Recognizable brands. This shall include any and all of the following:

1. brands that may be known by the relevant market segment nationally, regionally, and/or locally, including but not limited to franchised operations in the quick service restaurant industry, chain full-service restaurant concepts, regionally-themed restaurants, and single-store proprietary restaurant concepts;
2. brands and/or concepts that are based on the expertise or public appeal of a celebrity figure, television show, movie, and/or other significant attraction including but not limited to chef-driven concepts and celebrity-themed restaurants;

3. International brands that would have a demonstrable following and/or relevant applicability to HJAIA.

Prominent And Recognizable Brands shall not include:

1. generic concepts that do not already possess a licensed, trademarked, or proprietary name, logo, recipe or food and beverage approach; and
2. brands or concepts operating in no more than two locations each situated 500 miles or more from Atlanta, Georgia.

The successful Proponent will be required to operate and manage multiple food and beverage locations providing merchandise and or products on a non-exclusive basis. All items sold must meet Federal Aviation Administration (FAA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the Aviation General Manager. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the Aviation General Manager asking that the matter be reviewed. The Aviation General Manager shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the General Manager.

The Aviation General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the Lease, to expand, reduce or otherwise modify the products or merchandise offerings.

The Proponent and its subconcessionaire(s) will also be responsible for cleaning and maintaining the Premises so as to provide an environment that is “opening day fresh” in appearance at all times.

### **3. Specific Uses:**

**Concept: Frozen Desserts, Snacks, Pretzels, and/or Hot Dogs**

**Space No.: A-F2**

**Location: Concourse A**

**Approximate Size: 342 square feet**

#### **Concept Specifications**

- Ice cream, yogurt, frozen dessert, pretzels, hot dogs or other snack concept

**Desired Menu**

- Menu should include frozen takeaway dessert options and/or specialty snacks such as cereal, nuts, doughnuts, cupcakes, pretzels, or fruit smoothies
- All interesting snack food ideas welcome
- Restaurant should also offer the Standard Beverages
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Menu items prepared in advance
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Bar with Food**

**Space No.: A-F3**

**Location: Concourse A**

**Approximate Size: 1,670 square feet**

**Concept Specifications**

- Full service bar with limited food service

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers,

stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service – Deli**  
**Space No.: A-F4**  
**Location: Concourse A**  
**Approximate Size: 623 square feet**

**Concept Specifications**

- Quick service deli

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options focusing on made-to-order sandwiches, soups, salads, plates, desserts, and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer sides and the Standard Beverages
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Hamburger**  
**Space No.: A-F5**  
**Location: Concourse A**  
**Approximate Size: 660 square feet**

**Concept Specifications**

- Quick service restaurant specializing in hamburgers

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and include at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging

- Lunch and dinner menu should include all or a majority of the items found at street locations of the same brand, including entrees other than hamburgers, sides that should include french fries and salads, and limited desserts.
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children, and at least one juice beverage option in addition to those described above

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Open**  
**Space No.: A-F5a**  
**Location: Concourse A**  
**Approximate Size: 455 square feet**

**Concept Specifications**

- Quick service restaurant

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
  - Candy and chewing gum
  - Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks
-

**Concept: Quick Service - Chicken**  
**Space No.: A-F6**  
**Location: Concourse A**  
**Approximate Size: 422 square feet**

**Concept Specifications**

- Quick service restaurant specializing in chicken entrees

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Open**  
**Space No.: A-F7**  
**Location: Concourse A**  
**Approximate Size: 302 square feet**

**Concept Specifications**

- Quick service restaurant

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Coffee**

**Space No.: A-F8**

**Location: Concourse A**

**Approximate Size: 495 square feet**

**Concept Specifications**

- Coffee concept with light meal options

**Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway snack items for other dayparts (such as prepared sandwiches, salads, and desserts)
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Pizza**

**Space No.: A-F9**

**Location: Concourse A**

**Approximate Size: 564 square feet**

**Concept Specifications**

- Quick service restaurant specializing in pizza and pasta



**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be available in convenient “to go” packaging
- Restaurant should provide pizzas in at least two sizes, and offer single slices of all varieties
- Customers should be able to choose from a minimum of six toppings to personalize their pizza
- Pizza crust options should include a whole wheat alternative
- Restaurant should also offer at minimum of two side dishes and two side salads
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Southern Style Cuisine**

**Space No.: A-F10**

**Location: Concourse A**

**Approximate Size: 671 square feet**

**Concept Specifications**

- Local brand quick service restaurant providing southern style cuisine

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, minimum the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Casual Dining with Bar**

**Space No.: A-F11**

**Location: Concourse A**

**Approximate Size: 4,875 square feet**

**Concept Specifications**

- Casual Dining

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Snack**

**Space No.: A-F12**

**Location: Concourse A**

**Approximate Size: 185 square feet**

**Concept Specifications**

- Specialty snack concept

**Desired Menu**

- Menu should include specialty snacks such as, but not limited to: cereal, doughnuts, cupcakes, crepes, pretzels, nuts, chocolate, and fruit smoothies
- All interesting snack food ideas welcome
- Restaurant should also offer the Standard Beverages
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service – Open**  
**Space No.: A-F14**  
**Location: Concourse A**  
**Approximate Size: 545 square feet**

**Concept Specifications**

- Quick service restaurant

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Hamburger**

**Space No.: A-F14a**

**Location: Concourse A**

**Approximate Size: 700 square feet**

**Concept Specifications**

- Quick service restaurant specializing in hamburgers

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and include at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Lunch and dinner menu should include all or a majority of the items found at street locations of the same brand, including entrees other than hamburgers, sides that should include french fries and salads, and limited desserts.
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children, and at least one juice beverage option in addition to those described above

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Frozen Desserts, Snacks, Pretzels, and/or Hot Dogs**

**Space No.: A-F15**

**Location: Concourse A**

**Approximate Size: 317 square feet**

**Concept Specifications**

- Ice cream, yogurt, frozen dessert, pretzels, hot dogs or other snack concept

**Desired Menu**

- Menu should include frozen takeaway dessert options and/or specialty snacks including cereal, nuts, doughnuts, cupcakes, pretzels, or fruit smoothies
- All interesting snack food ideas welcome
- Restaurant should also offer and the Standard Beverages
- Food should be available in convenient “to go” packaging

- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Menu items prepared in advance
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Bar with Food**

**Space No.: A-F16**

**Location: Concourse A**

**Approximate Size: 650 square feet**

**Concept Specifications**

- Full service bar with limited food service

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
  - Candy and chewing gum
  - Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks
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**Concept: Coffee**

**Space No.: A-F17**

**Location: Concourse A**

**Approximate Size: 320 square feet**

**Concept Specifications**

- Coffee concept with baked goods

**Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods suitable for breakfast, such as muffins and bagels
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Bar with Food**

**Space No.: A-F19**

**Location: Concourse A**

**Approximate Size: 3,558 square feet**

**Concept Specifications**

- Full service bar with limited food service

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Pizza**

**Space No.: A-F20**

**Location: Concourse A**

**Approximate Size: 733 square feet**

**Concept Specifications**

- Quick service restaurant specializing in pizza and pasta

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be available in convenient “to go” packaging
- Restaurant should provide pizzas in at least two sizes, and offer single slices of all varieties
- Customers should be able to choose from a minimum of six toppings to personalize their pizza
- Pizza crust options should include a whole wheat alternative
- Restaurant should also offer at minimum of two side dishes and two side salads
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
  - Candy and chewing gum
  - Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks
-

**Concept: Bar with Food**  
**Space No.: A-F21**  
**Location: Concourse A**  
**Approximate Size: 1266 square feet**

**Concept Specifications**

- Full service bar with limited food service

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: FMUs - Sandwich/Salad**  
**Space No.: A-KF1, A-KF2, A-KF3, A-KF4**  
**Location: Concourse A**  
**Approximate Size: 49 square feet each**

**Concept Specifications**

- Kiosk featuring takeaway sandwich and/or salad menu options

**Desired Menu**

- Menu should include pre-packaged sandwiches, pita bread sandwiches, wraps, panini sandwiches, and/or salads
- Food should be available in convenient “to go” packaging
- Kiosk should also offer sides and the Standard Beverages
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children



**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

Standard Beverages defined as a variety of sodas (including at least two diet sodas, two caffeinated sodas and two decaffeinated sodas), at least one fruit juice, freshly brewed caffeinated and decaffeinated coffee and bottle water.

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**Food Court**

**Space No.: A-F18**

**Location: Concourse A**

**Approximate Size: 6200 square feet**

The food court is a common area benefiting the customers of all concessionaires leasing space surrounding the food court, as shown on Exhibit A hereto. The food court is to be used for food court circulation, queuing, seating and condiment stations. It may not be used for displays, free standing signs, carts or other display/sale activities.

Universal food service condiments/supplies (i.e. salt, pepper, sugar, sugar substitutes, flatware, napkins etc.) will be available at strategically located condiment stations throughout the common food court area for the food court concessionaires. Concessionaire's specific condiments only can be dispensed from concessionaire's space (i.e. soy sauce, ketchup, red pepper flake, hot sauce, etc.)

Management, maintenance and operations of the food court common area are the sole responsibility of the successful Proponent and subconcessionaire. If the Proponent decides to lease one (1) or more of the eight (8) food and beverage locations to a subconcessionaire, then the subconcessionaire shall be responsible for paying the Proponent on a monthly basis its "Pro Rata" share percentage of the cost to maintain, manage, finish, construct the food court area (hereafter "Common Area, Maintenance Charges" or "CAM Charges"). These CAM charges are based on the food court concessionaires' leased square footage space and are limited to the actual costs incurred by the Proponent. For example, a subconcessionaire leases one (1) of the food and beverage spaces surrounding the food court. The subconcessionaire's leased space is 500 square feet. The total square feet of Premises surrounding the food court is 2,500 square feet. The subconcessionaires' CAM Charges would be calculated as below:

500 square feet divided by 2,500 square feet = 20%  
(subconcessionaire's "Pro Rata" share percentage of the leased space surrounding the food court). Therefore, the

subconcessionaire in this example would pay twenty percent (20% of the accumulative monthly CAM Charges.

In addition, at any time during the term of the proposed Concessions Agreement, the food court may require refurbishment, the subconcessionaire shall be required to pay the Proponent its "Pro Rata" share percentage of the cost to refurbish the food court area. Any additional charges of any nature are prohibited without the prior approval of the Aviation General Manager.

### **3.1 Construction**

As provided in the Concessions Agreement at Part 5 of this RFP, Proponent will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, etc.) necessary to bring the concession spaces to a condition ready to receive concessions improvements.

**FC-5192; Food and Beverage Concessions (Package No. 2)  
at Hartsfield-Jackson Atlanta International Airport**

**Exhibit A; Scope of Concessions Services**

**1. Project Description:**

Proponents shall submit a proposal to construct, fit and finish, operate, maintain and manage twelve (12) food and beverage concessions locations, five (5) Food Merchandising Units (FMUs), and two (2) food court common areas (individually and collectively referred to herein as the “Premises”) on Concourse B (B-F1, B-F2, B-F3, B-F4, B-F5, B-F6, B-F7, B-F8, B-F10, B-F11, B-F13, B-F15a, B-F15b, B-F16, B-KF1, B-KF2, B-KF3, B-KF5, B-KF6) as further depicted in Exhibit A to Part 5; Concessions Agreement.

**2. Permitted Uses Generally:**

The following uses permitted for each of the nineteen (19) food and beverage spaces, as outlined in this section, include examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport food and beverage trends and customer preference. Proponents have the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. The Aviation General Manager reserves the right to approve any and all substituted store concepts. Proponent shall submit, in sufficient detail, a clearly defined operation believed to be the best concept for the location. These concepts must be clearly defined in the merchandising plan and included in the business plan submitted with the Proponent’s proposal. The Department of Aviation is seeking Prominent and Recognizable brands. This shall include any and all of the following:

1. brands that may be known by the relevant market segment nationally, regionally, and/or locally, including but not limited to franchised operations in the quick service restaurant industry, chain full-service restaurant concepts, regionally-themed restaurants, and single-store proprietary restaurant concepts;
2. brands and/or concepts that are based on the expertise or public appeal of a celebrity figure, television show, movie, and/or other significant attraction including but not limited to chef-driven concepts and celebrity-themed restaurants;
3. International brands that would have a demonstrable following and/or relevant applicability to HJAIA.

Prominent And Recognizable Brands shall not include:

1. generic concepts that do not already possess a licensed, trademarked, or proprietary name, logo, recipe or food and beverage approach; and
2. Brands or concepts operating in no more than two locations each situated 500 miles or more from Atlanta, Georgia.

The successful Proponent will be required to operate and manage multiple food and beverage locations providing merchandise and or products on a non-exclusive basis. All items sold must meet Federal Aviation Administration (FAA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the Aviation General Manager. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the Aviation General Manager asking that the matter be reviewed. The Aviation General Manager shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the Aviation General Manager.

The Aviation General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the Lease, to expand, reduce or otherwise modify the products or merchandise offerings.

The Proponent and its subconcessionaire(s) will also be responsible for cleaning and maintaining the "Premises" so as to provide an environment that is "opening day fresh" in appearance at all times.

### **3. Specific Uses:**

**Concept: Bar with Food**

**Space No.: B-F1**

**Location: Concourse B**

**Approximate Size: 889 square feet**

#### **Concept Specifications**

- Full service bar with limited food service

#### **Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.
- Full alcoholic beverage service including cocktails, a minimum of six (6) offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders

- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

#### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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#### **Concept: Casual Dining with Bar**

**Space No.: B-F2**

**Location: Concourse B**

**Approximate Size: 2,443 square feet**

#### **Concept Specifications**

- Casual dining restaurant with a kitchen and full bar offering table service

#### **Desired Menu**

- Upscale casual dining
- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical casual dining establishment, with entrees, sandwiches, sides, salads (including entrée salads), soups, and desserts
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

#### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
  - Candy and chewing gum
  - Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks
-

**Concept: Frozen Desserts, Snacks, Pretzels and/or Hot Dogs**  
**Space No.: B-F3**  
**Location: Concourse B**  
**Approximate Size: 345 square feet**

**Concept Specifications**

- Ice cream, yogurt, frozen dessert, pretzels, hot dogs or other snack concept

**Desired Menu**

- Menu should include frozen takeaway dessert options and/or specialty snacks including cereal, doughnuts, cupcakes, pretzels, or fruit smoothies
- All interesting snack food ideas welcome
- Restaurant should also offer the Standard Beverages
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Menu items prepared in advance
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Ethnic**  
**Space No.: B-F4**  
**Location: Concourse B**  
**Approximate Size: 575 square feet**

**Concept Specifications**

- Quick service restaurant providing ethnic cuisine

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum

- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Open**

**Space No.: B-F5**

**Location: Concourse B**

**Approximate Size: 493 square feet**

**Concept Specifications**

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Hamburger concepts
- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service –Pizza**

**Space No.: B-F6**

**Location: Concourse B**

**Approximate Size: 514 square feet**

**Concept Specifications**

- Quick service restaurant specializing in pizza

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be available in convenient “to go” packaging
- Restaurant should provide pizzas in at least two sizes, and offer single slices of all varieties
- Customers should be able to choose from a minimum of six toppings to personalize their pizza

- Pizza crust options should include a whole wheat alternative
- Restaurant should also offer at minimum of two side dishes and two side salads
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

#### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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#### **Concept: Quick Service - Southern Style Cuisine**

**Space No.: B-F7**

**Location: Concourse B**

**Approximate Size: 610 square feet**

#### **Concept Specifications**

- Local brand quick service restaurant providing southern style cuisine

#### **Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

#### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
  - Candy and chewing gum
  - Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks
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**Concept: Coffee**  
**Space No.: B-F8**  
**Location: Concourse B**  
**Approximate Size: 500 square feet**

**Concept Specifications**

- Coffee concept with light meal options

**Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway snack items for other dayparts (such as prepared sandwiches, salads, and desserts)
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Menu items prepared in advance
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Casual Dining with Bar**  
**Space No.: B-F10**  
**Location: Concourse B**  
**Approximate Size: 3,592 square feet**

**Concept Specifications**

- Casual dining restaurant with a kitchen and full bar offering table service

**Desired Menu**

- Upscale casual dining
- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical casual dining establishment, with entrees, sandwiches, sides, salads (including entrée salads), soups, and desserts
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers

- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service -Open (with Seating)**

**Space No.: B-F11**

**Location: Concourse B**

**Approximate Size: 1,367 square feet**

**Concept Specifications**

- Quick service restaurant with seating

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Frozen Desserts, Snacks, Pretzels and/or Hot Dogs**

**Space No.: B-F13**

**Location: Concourse B**

**Approximate Size: 294 square feet**

**Concept Specifications**

- Ice cream, yogurt, frozen dessert, pretzels, hot dogs or other snack concept

**Desired Menu**

- Menu should include frozen takeaway dessert options and/or specialty snacks including cereal, doughnuts, cupcakes, pretzels, or fruit smoothies
- All interesting snack food ideas welcome

- Restaurant should also offer the Standard Beverages
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

#### **Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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#### **Concept: Coffee and Bakery**

**Space No.: B-F16**

**Location: Concourse B**

**Approximate Size: 301 square feet**

#### **Concept Specifications**

- Coffee concept with light snack options

#### **Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway snack items for other dayparts (such as prepared sandwiches, salads, and desserts)
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

#### **Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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#### **Concept: FMUs - Sandwich/Salad**

**Space No.: B-KF-1, B-KF2, B-KF3, B-KF5, B-KF6**

**Location: Concourse B**

**Approximate Size: 49 square feet each**

#### **Concept Specifications**

- Kiosk featuring takeaway sandwich and/or salad menu options

### **Desired Menu**

- Menu should include pre-packaged sandwiches, pita bread sandwiches, wraps, panini sandwiches, and/or salads
- Food should be available in convenient “to go” packaging
- Kiosk should also offer sides and the Standard Beverages
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

### **Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

Standard Beverages defined as a variety of sodas (including at least two diet sodas, two caffeinated sodas and two decaffeinated sodas), at least one fruit juice, freshly brewed caffeinated and decaffeinated coffee and bottle water.

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### **Food Court**

**Space No.: B-F15a and B-F15b**

**Location: Concourse B**

**Approximate Size: 7,058 and 1,407 square feet**

The food court is a common area benefiting the customers of all concessionaires

leasing space surrounding the food court, as shown on Exhibit A hereto. The food court is to be used for food court circulation, queuing, seating and condiment stations. It may not be used for displays, free standing signs, carts or other display/sale activities.

Universal food service condiments/supplies (i.e. salt, pepper, sugar, sugar substitutes, flatware, napkins etc.) will be available at strategically located condiment stations throughout the common food court area for the food court concessionaires. Concessionaire’s specific condiments only can be dispensed from concessionaire’s space (i.e. soy sauce, ketchup, red pepper flake, hot sauce, etc.)

Management, maintenance and operations of the food court common area are the sole responsibility of the successful Proponent and subconcessionaire. If the Proponent decides to lease one (1) or more of the ten (10) food and beverage locations to a subconcessionaire, then the subconcessionaire shall be responsible for paying the Proponent on a monthly basis its “Pro Rata” share percentage of the cost to maintain, manage, finish, construct the food court area (hereafter “Common Area, Maintenance Charges” or “CAM Charges”). These CAM charges are based on the food court concessionaires’ leased square footage space and are

limited to the actual costs incurred by the Proponent. For example, a subconcessionaire leases one (1) of the food and beverage spaces surrounding the food court. The subconcessionaire's leased space is 500 square feet. The total square feet of Premises surrounding the food court is 2,500 square feet. The subconcessionaires' CAM Charges would be calculated as below:

500 square feet divided by 2,500 square feet = 20%  
(subconcessionaire's "Pro Rata" share percentage of the leased space surrounding the food court). Therefore, the subconcessionaire in this example would pay twenty percent (20% of the accumulative monthly CAM Charges.

In addition, at any time during the term of the proposed Concessions Agreement, the food court may require refurbishment, the subconcessionaire shall be required to pay the Proponent its "Pro Rata" share percentage of the cost to refurbish the food court area. Any additional charges of any nature are prohibited without the prior approval of the Aviation General Manager.

### **3.1 Construction**

As provided in the Concessions Agreement at Part 5 of this RFP, Proponent will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, etc.) necessary to bring the base building concession spaces to a condition ready to receive concessions space improvements.

**FC-5193; Food and Beverage Concessions (Package No. 3)  
at Hartsfield-Jackson Atlanta International Airport**

**Exhibit A; Scope of Concessions Services**

**1. Project Description:**

Proponents shall submit a proposal to construct, fit and finish, operate, maintain and manage fourteen (14) food and beverage concessions locations and three (3) Food Merchandising Units (FMUs) (individually and collectively referred to herein as the “Premises”) on Concourse C (C-F2, C-F3, C-F6, C-F7, C-F8, C-F9, C-F12, C-F13a, C-F16, C-F25, C-F30, C-F31, C-F32, C-F33, C-KF1, C-IKF4, C-IKF5) as further depicted in Exhibit A to Part 5; Concessions Agreement.

**2. Permitted Uses Generally:**

The following uses permitted for each of the seventeen (17) food and beverage spaces, as outlined in this section, include examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport food and beverage trends and customer preference. Proponents have the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. The Aviation General Manager reserves the right to approve any and all substituted store concepts. Proponent shall submit, in sufficient detail, a clearly defined operation believed to be the best concept for the location. These concepts must be clearly defined in the merchandising plan and included in the business plan submitted with the Proponent’s proposal.

The Department of Aviation is seeking Prominent and Recognizable brands. This shall include any and all of the following:

1. brands that may be known by the relevant market segment nationally, regionally, and/or locally, including but not limited to franchised operations in the quick service restaurant industry, chain full-service restaurant concepts, regionally-themed restaurants, and single-store proprietary restaurant concepts;
2. brands and/or concepts that are based on the expertise or public appeal of a celebrity figure, television show, movie, and/or other significant attraction including but not limited to chef-driven concepts and celebrity-themed restaurants;
3. International brands that would have a demonstrable following and/or relevant applicability to HJAIA.

Prominent And Recognizable Brands shall not include:

1. generic concepts that do not already possess a licensed, trademarked, or proprietary name, logo, recipe or food and beverage approach; and
2. Brands or concepts operating in no more than two locations each situated 500 miles or more from Atlanta, Georgia.

The successful Proponent will be required to operate and manage multiple food and beverage locations providing merchandise and or products on a non-exclusive basis. All items sold must meet Federal Aviation Administration (FAA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the Aviation General Manager. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the Aviation General Manager asking that the matter be reviewed. The Aviation General Manager shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the General Manager.

The Aviation General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the Lease, to expand, reduce or otherwise modify the products or merchandise offerings.

The Proponent and its subconcessionaire(s) will also be responsible for cleaning and maintaining the “Premises” so as to provide an environment that is “opening day fresh” in appearance at all times.

### **3. Specific Uses:**

**Concept: Quick Service - Hamburger**

**Space No.: C-F2**

**Location: Concourse C**

**Approximate Size: 1,624 square feet**

#### **Concept Specifications**

- Quick service restaurant specializing in hamburgers

#### **Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and include at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Lunch and dinner menu should include all or a majority of the items found at street locations of the same brand, including entrees other than hamburgers, sides that should include french fries and salads, and limited desserts.
- Beer and wine in single service containers (not poured from a tap) are optional

## Addendum No. 1 – Exhibit 1.F3

- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children, and at least one juice beverage option in addition to those described above

### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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### **Concept: Casual Dining with Bar**

**Space No.: C-F3**

**Location: Concourse C**

**Approximate Size: 5,930 square feet**

### **Concept Specifications**

- Casual dining restaurant with a kitchen and full bar offering table service

### **Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical casual dining establishment, with entrees, sandwiches, sides, salads (including entrée salads), soups, and desserts
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks



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**Concept: Chicken (with seating)**  
**Space No.: C-F6**  
**Location: Concourse C**  
**Approximate Size: 2,097 square feet**

**Concept Specifications**

- Quick service restaurant specializing in chicken entrees

**Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Open**  
**Space No.: C-F7**  
**Location: Concourse C**  
**Approximate Size: 1,776 square feet**

**Concept Specifications**

- Quick service restaurant

**Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service – Deli (with seating)**

**Space No.: C-F8**

**Location: Concourse C**

**Approximate Size: 2,416 square feet**

**Concept Specifications**

- Quick service deli

**Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options focusing on made-to-order sandwiches, soups, salads, plates, desserts, and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer sides and the Standard Beverages
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Bar with Food**

**Space No.: C-F9**

**Location: Concourse C**

**Approximate Size: 2,251 square feet**

**Concept Specifications**

- Full service bar with limited food service

**Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.

## Addendum No. 1 – Exhibit 1.F3

- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Bar with Food**

**Space No.: C-F12**

**Location: Concourse C**

**Approximate Size: 2,303 square feet**

### **Concept Specifications**

- Full service bar with limited food service

### **Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Ethnic**  
**Space No.: C-F13a**  
**Location: Concourse C**  
**Approximate Size: 570 square feet**

**Concept Specifications**

- Quick service restaurant providing ethnic cuisine

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Coffee**  
**Space No.: C-F16**  
**Location: Concourse C**  
**Approximate Size: 343 square feet**

**Concept Specifications**

- Coffee concept with baked goods

**Desired Menus**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods suitable for breakfast, such as muffins and bagels
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages

- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Coffee**

**Space No.: C-F25**

**Location: Concourse C**

**Approximate Size: 345 square feet**

**Concept Specifications**

- Coffee concept with baked goods

**Desired Menus**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods suitable for breakfast, such as muffins and bagels
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Bar with Food**

**Space No.: C-F30**

**Location: Concourse C**

**Approximate Size: 751 square feet**

**Concept Specifications**

- Full service bar with limited food service

**Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers

- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Frozen Desserts, Snacks, Pretzels and/or Hot Dogs  
with Gourmet Coffee Drinks**

**Space No.: C-F31**

**Location: Concourse C**

**Approximate Size: 455 square feet**

**Concept Specifications**

- Ice cream, yogurt, pretzels, hot dogs or other snack concept with gourmet coffee drinks

**Desired Menus**

- Menu should include frozen takeaway dessert options
- Restaurant should also offer the Standard Beverages
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children
- All interesting snack food ideas welcome

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Ethnic**

**Space No.: C-F32**

**Location: Concourse C**

**Approximate Size: 745 square feet**

**Concept Specifications**

- Quick service restaurant providing ethnic cuisine

**Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging

## Addendum No. 1 – Exhibit 1.F3

- Restaurant should also offer salads, sides, soft drinks, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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### **Concept: Quick Service - Open**

**Space No.: C-F33**

**Location: Concourse C**

**Approximate Size: 752 square feet**

### **Concept Specifications**

- Quick service restaurant

### **Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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### **Concept: FMUs - Sandwich/Salad**

<b>Space No.: C-KF1</b>	<b>Approximate Size</b>	<b>49 square feet</b>
<b>C-IKF4</b>	<b>Approximate Size</b>	<b>132 square feet</b>

**Location: Concourse C**

### **Concept Specifications**

- Kiosk featuring takeaway sandwich and/or salad menu options

### **Desired Menus**

- Menu should include pre-packaged sandwiches, pita bread sandwiches, wraps, panini sandwiches, and/or salads
- Food should be available in convenient “to go” packaging
- Kiosk should also offer sides and the Standard Beverages
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Kiosk – Bulk Candy**

**Space No.: C-IKF5**

**Location: Concourse C**

**Approximate Size: 132 square feet**

**Concept Specifications**

- Kiosk featuring bulk candy

**Desired Menus**

- Menu should include a selection of bulk candy in attractive containers visible to customers and available for sale by the pound or in pre-measured amounts
- Menu should include sugar-free candy options
- Food should be available in convenient “to go” packaging
- Kiosk should also offer sides and the Standard Beverages
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

Standard Beverages defined as a variety of sodas (including at least two diet sodas, two caffeinated sodas and two decaffeinated sodas), at least one fruit juice, freshly brewed caffeinated and decaffeinated coffee and bottle water.

**3.1 Construction**



Addendum No. 1 – Exhibit 1.F3

The Proponent will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, etc.) necessary to bring the base building concession spaces to a condition ready to receive concessions space improvements.

**FC-5194; Food and Beverage Concessions (Package No. 4)  
at Hartsfield-Jackson Atlanta International Airport**

**Exhibit A; Scope of Concessions Services**

**1. Project Description:**

Proponents shall submit a proposal to construct, fit and finish, operate, maintain and manage eighteen (18) separate Food and Beverage locations and three (3) Food Merchandising Units (FMUs) on Concourse D and ten (10) separate Food and Beverage locations and two (2) Food Merchandising Units (FMUs) on Concourse T (individually and collectively referred to herein as the “Premises”) on Concourse D (D-F1, D-F2, D-F3, D-F4, D-F5, D-F6, D-F7, D-8a, D-F9, D-F9a D-F10, D-F11, D-F14, D-F15, D-20 (Food Court Area: D-F16, D-F17, D-F18,)D-KF1, D-KF2, D-KF3, T-F1, T-F4, T-F4a, T-F6, T-F6a, T-F7, T-F7a, T-F9, T-F10, T-F11, T-KF1, T-KF2) as further depicted in Exhibit A to Part 5; Concessions Agreement.

In order to meet the demands of the traveling public, the Department of Aviation is currently developing plans to expand Concourse D centerpoint. This centerpoint area will include retail, services and food and beverage locations along with a food court seating area. The following are the food and beverage locations that comprise the centerpoint area: D-F3, D-F4, D-F5, D-F6, D-F14, D-F15 and the food court area (D-F16, D-F17, D-F18). The City’s construction of this area is tentatively scheduled to start in October 2011. The City expects to make these locations available to Concessionaire as set forth in Exhibit H “Premises Availability Schedule” to Part 5 of this RFP. The Concourse D centerpoint is expected to open to the public during the fourth quarter of CY2013.

**2. Permitted Uses Generally:**

The following uses permitted for each of the thirty one (31) food and beverage spaces, as outlined in this section, include examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport food and beverage trends and customer preference. Proponents have the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. The Aviation General Manager reserves the right to approve any and all substituted store concepts. Proponent shall submit, in sufficient detail, a clearly defined operation believed to be the best concept for the location. These concepts must be clearly defined in the merchandising plan and included in the business plan submitted with the Proponent’s proposal.

The Department of Aviation is seeking Prominent and Recognizable brands. This shall include any and all of the following:

Addendum No. 1 – Exhibit 1.F4

1. brands that may be known by the relevant market segment nationally, regionally, and/or locally, including but not limited to franchised operations in the quick service restaurant industry, chain full-service restaurant concepts, regionally-themed restaurants, and single-store proprietary restaurant concepts;
2. brands and/or concepts that are based on the expertise or public appeal of a celebrity figure, television show, movie, and/or other significant attraction including but not limited to chef-driven concepts and celebrity-themed restaurants;
3. International brands that would have a demonstrable following and/or relevant applicability to HJAIA.

Prominent And Recognizable Brands shall not include:

1. generic concepts that do not already possess a licensed, trademarked, or proprietary name, logo, recipe or food and beverage approach; and
2. Brands or concepts operating in no more than two locations each situated 500 miles or more from Atlanta, Georgia.

The successful Proponent will be required to operate and manage multiple food and beverage locations providing merchandise and or products on a non-exclusive basis. All items sold must meet Federal Aviation Administration (FAA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the Aviation General Manager. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the Aviation General Manager asking that the matter be reviewed. The Aviation General Manager shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the General Manager.

The Aviation General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the Lease, to expand, reduce or otherwise modify the products or merchandise offerings.

The Proponent and its subconcessionaire(s) will also be responsible for cleaning and maintaining the “Premises” so as to provide an environment that is “opening day fresh” in appearance at all times.

### **3. Specific Uses:**

**Concept: Quick Service - Ethnic**

**Space No.: D-F1**

**Location: Concourse D**

**Approximate Size: 500 square feet**

#### **Concept Specifications**

- Quick service restaurant providing ethnic cuisine

#### **Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

#### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Coffee**

**Space No.: D-F2**

**Location: Concourse D**

**Approximate Size: 654 square feet**

#### **Concept Specifications**

- Coffee concept with baked goods

#### **Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods suitable for breakfast, such as muffins and bagels
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Casual Dining with Bar**

**Space No.: D-F3**

**Location: Concourse D**

**Approximate Size: 8,439 square feet**

**Concept Specifications**

- Casual dining restaurant with a kitchen and full bar offering table service

**Desired Menu**

- Upscale casual dining
- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical casual dining establishment, with entrees, sandwiches, sides, salads (including entrée salads), soups, and desserts
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Gourmet Market**

**Space No.: D-F4**

**Location: Concourse D**

**Approximate Size: 684 square feet**

**Concept Specifications**

- Gourmet market featuring grab and go, pre-packaged food items
- This unique concept should offer local and national branded gourmet food and beverage products including, but not limited to cheese, olives, bread, baked goods,

sushi, wraps, yogurts, cereal, freshly prepared sandwiches, salads , fresh produce, and/or other items that can be found in distinctive gourmet markets. A variety of cold canned and bottled beverages should be available.

**Desired Menu**

- Menu should include takeaway snack and light fare items suitable for all dayparts
- Food should be available in convenient “to go” packaging
- Restaurant should also offer soft drinks, juices, and water
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Frozen Desserts, Snacks, Pretzels, and/or Hot Dogs  
with Gourmet Coffee Drinks**

**Space No.: D-F5**

**Location: Concourse D**

**Approximate Size: 525 square feet**

**Concept Specifications**

- Ice cream, yogurt, frozen dessert, pretzels, hot dogs, or other snack concept with gourmet coffee drinks

**Desired Menu**

- Menu should include frozen takeaway dessert options
- Restaurant should also offer the Standard Beverages
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children
- All interesting snack food ideas welcome

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
  - Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks
-

**Concept: Coffee**

**Space No.: D-F6**

**Location: Concourse D**

**Approximate Size: 429 square feet**

**Concept Specifications**

- Coffee concept with light meal options

**Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway snack items for other dayparts (such as prepared sandwiches, salads, and desserts)
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Coffee and Bakery**

**Space No.: D-F7**

**Location: Concourse D**

**Approximate Size: 753 square feet**

**Concept Specifications**

- Coffee concept with light snack options

**Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway snack items for other dayparts (such as prepared sandwiches, salads, and desserts)
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Open**  
**Space No.: D-8a**  
**Location: Concourse D**  
**Approximate Size: 1,000 square feet**

**Concept Specifications**

- Quick service restaurant

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Hamburger**  
**Space No.: D-F9**  
**Location: Concourse D**  
**Approximate Size: 537 square feet**

**Concept Specifications**

- Quick service restaurant specializing in hamburgers

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and include at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Lunch and dinner menu should include all or a majority of the items found at street locations of the same brand, including entrees other than hamburgers, sides that should include french fries and salads, and limited desserts.
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children, and at least one juice beverage option in addition to those described above



**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Deli Sandwich**

**Space No.: D-F9a**

**Location: Concourse D**

**Approximate Size: 405 square feet**

**Concept Specifications**

- Quick service deli

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options focusing on made-to-order sandwiches, soups, salads, plates, desserts, and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer sides and the Standard Beverages
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Frozen Desserts, Snacks, Pretzels, and/or Hot Dogs  
with Gourmet Coffee Drinks**

**Space No.: D-F10**

**Location: Concourse D**

**Approximate Size: 346 square feet**

**Concept Specifications**

- Ice cream, yogurt, frozen dessert, pretzels, hot dogs, or other snack concept with gourmet coffee drinks

**Desired Menu**

- Menu should include frozen takeaway dessert options
- Restaurant should also offer the Standard Beverages

- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children
- All interesting snack food ideas welcome

### **Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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### **Concept: Quick Service - Hamburger**

**Space No.: D-F11**

**Location: Concourse D**

**Approximate Size: 1,033 square feet**

### **Concept Specifications**

- Quick service restaurant specializing in hamburgers

### **Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and include at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Lunch and dinner menu should include all or a majority of the items found at street locations of the same brand, including entrees other than hamburgers, sides that should include french fries and salads, and limited desserts.
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children, and at least one juice beverage option in addition to those described above

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### **Concept: Bar with Food**

**Space No.: D-F14**

**Location: Concourse D**

**Approximate Size: 1,554 square feet**

### **Concept Specifications**

- Full service bar with limited food service

### **Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment

including appetizers, small plates, light fare, and other items, including sandwiches and salad.

- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

#### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Hamburger**

**Space No.: D-F15**

**Location: Concourse D**

**Approximate Size: 881 square feet**

#### **Concept Specifications**

- Quick service restaurant specializing in hamburgers

#### **Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and include at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Lunch and dinner menu should include all or a majority of the items found at street locations of the same brand, including entrees other than hamburgers, sides that should include french fries and salads, and limited desserts.
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children, and at least one juice beverage option in addition to those described above

#### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Open**

**Space No.: D-F20**

**Location: Concourse D**

**Approximate Size: 881 square feet**

**Concept Specifications**

- Quick service restaurant

**Desired Menus**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: FMUs - Sandwich/Salad**

**Space No.: D-KF1, D-KF2, D-KF3**

**Location: Concourse D**

**Approximate Size: 49 square feet each**

**Concept Specifications**

- Kiosk featuring takeaway sandwich and/or salad menu options

**Desired Menu**

- Menu should include pre-packaged sandwiches, pita bread sandwiches, wraps, panini sandwiches, and/or salads
- Food should be available in convenient “to go” packaging
- Kiosk should also offer sides and the Standard Beverages
- Menu offerings shall be of high quality and offer good value to the customers

- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Open**

**Space No.: T-F1**

**Location: Concourse T**

**Approximate Size: 792 square feet**

**Concept Specifications**

- Quick service restaurant

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Hamburger**

**Space No.: T-F4**

**Location: Concourse T**

**Approximate Size: 825 square feet**

**Concept Specifications**

- Quick service restaurant specializing in hamburgers

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and include at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be prepared as ordered

## Addendum No. 1 – Exhibit 1.F4

- Food should be available in convenient “to go” packaging
- Lunch and dinner menu should include all or a majority of the items found at street locations of the same brand, including entrees other than hamburgers, sides that should include french fries and salads, and limited desserts.
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children, and at least one juice beverage option in addition to those described above

### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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### **Concept: Coffee and Bakery**

**Space No.: T-F4a**

**Location: Concourse T**

**Approximate Size: 291 square feet**

### **Concept Specifications**

- Coffee concept with light snack options

### **Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway snack items for other dayparts (such as prepared sandwiches, salads, and desserts)
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

### **Non-Permitted Menu/Concepts**

- Alcoholic beverages
  - Candy and chewing gum
  - Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks
-

**Concept: Quick Service – Chicken with seating**

**Space No.: T-F6**

**T-F7a (Seating)**

**Location: Concourse T**

**Approximate Size: 911 square feet**

**Concept Specifications**

- Quick service restaurant specializing in chicken entrees

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Frozen Desserts**

**Space No.: T-F6a**

**Location: Concourse T**

**Approximate Size: 374 square feet**

**Concept Specifications**

- Ice cream, yogurt, or other frozen dessert concept with gourmet coffee drinks

**Desired Menu**

- Menu should include frozen takeaway dessert options
- Restaurant should also offer the Standard Beverages
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service – Hamburger**

**Space No.: T-F7**

**Location: Concourse T**

**Approximate Size: 885 square feet**

**Concept Specifications**

- Quick service restaurant

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Coffee and Bakery**

**Space No.: T-F-9**

**Location: Concourse T**

**Approximate Size: 482 square feet**

**Concept Specifications**

- Coffee concept with light snack options

**Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway snack items for other dayparts (such as prepared sandwiches, salads, and desserts)
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages



- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service – Deli Sandwich**

**Space No.: T-F10**

**Location: Concourse T**

**Approximate Size: 1436 square feet**

**Concept Specifications**

- Quick service deli

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options focusing on made-to-order sandwiches, soups, salads, plates, desserts, and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer sides and the Standard Beverages
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Bar with Food**

**Space No.: T-F11**

**Location: Concourse T**

**Approximate Size: 1,349 square feet**

**Concept Specifications**

- Full service bar with limited food service

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.
- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders

- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: FMUs - Sandwich/Salad**

**Space No.: T-KF1, T-KF2**

**Location: Concourse T**

**Approximate Size: 49 square feet each**

**Concept Specifications**

- Kiosk featuring takeaway sandwich and/or salad menu options

**Desired Menu**

- Menu should include pre-packaged sandwiches, pita bread sandwiches, wraps, panini sandwiches, and/or salads
- Food should be available in convenient “to go” packaging
- Kiosk should also offer sides and the Standard Beverages
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum

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**Concept: Food Court**

<b>Space No.</b>	<b>D-F16</b>	<b>2341 square feet</b>
	<b>D-F17</b>	<b>282 square feet</b>
	<b>D-F18</b>	<b>595 square feet</b>

**Location: Concourse D**

The food court is a common area benefiting the customers of all concessionaires leasing space surrounding the food court, as shown on Exhibit A hereto. The food court is to be used for food court circulation, queuing, seating and condiment stations. It may not be used for displays, free standing signs, carts or other display/sale activities.

Universal food service condiments/supplies (i.e. salt, pepper, sugar, sugar substitutes, flatware, napkins etc.) will be available at strategically located condiment stations

throughout the common food court area for the food court concessionaires. Concessionaire's specific condiments only can be dispensed from concessionaire's space (i.e. soy sauce, ketchup, red pepper flake, hot sauce, etc.)

Management, maintenance and operations of the food court common area are the sole responsibility of the successful Proponent and subconcessionaire. If the Proponent decides to lease one (1) or more of the ten (10) food and beverage locations to a subconcessionaire, then the subconcessionaire shall be responsible for paying the Proponent on a monthly basis its "Pro Rata" share percentage of the cost to maintain, manage, finish, construct the food court area (hereafter "Common Area, Maintenance Charges" or "CAM Charges"). These CAM charges are based on the food court concessionaires' leased square footage space and are limited to the actual costs incurred by the Proponent. For example, a subconcessionaire leases one (1) of the food and beverage spaces surrounding the food court. The subconcessionaire's leased space is 500 square feet of Premises surrounding the food court is 2,500 square feet. The subconcessionaires' CAM Charges would be calculated as below:

500 square feet divided by 2,500 square feet = 20%  
(subconcessionaire's "Pro Rata" share percentage of the leased space surrounding the food court). Therefore, the subconcessionaire in this example would pay twenty percent (20% of the accumulative monthly CAM Charges).

In addition, at any time during the term of the proposed Agreement, the food court may require refurbishment, the subconcessionaire shall be required to pay the Proponent its "Pro Rata" share percentage of the cost to refurbish the food court area. Any additional charges of any nature are prohibited without the prior approval of the Aviation General Manager.

- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

Standard Beverages defined as a variety of sodas (including at least two diet sodas, two caffeinated sodas and two decaffeinated sodas), at least one fruit juice, freshly brewed caffeinated and decaffeinated coffee and bottle water.

### **3.6 Construction**

The Proponent will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, etc.) necessary to bring the base building concession spaces to a condition ready to receive concessions space improvements.

**FC-5195; Food and Beverage Concessions (Package No. 5)  
at Hartsfield-Jackson Atlanta International Airport**

**Exhibit A; Scope of Concessions Services**

**1. Project Description:**

Proponents shall submit a proposal to construct, fit and finish, operate, maintain and manage nine (9) food and beverage concessions locations and two (2) food court common areas in the Atrium and seven (7) food and beverage concessions locations and three (3) food court common areas on Concourse F (individually and collectively referred to herein as the “Premises”) at Hartsfield-Jackson Atlanta International Airport (ATR-F1, ATR-F2, ATR-F3, ATR-F4, ATR-F5, ATR-F7, ATR-F8, ATR-F9, ATR-F10, ATR-F11, ATR-F12, ATR-F13, F-F2, F-F3, F-F4, F-F5, F-F6, F-F7, F-F10, F-F11, F-F12, F-F13) as further depicted in Exhibit A to Part 5; Concessions Agreement.

**2. Permitted Uses Generally:**

The following uses permitted for each of the twenty one (21) food and beverage spaces, as outlined in this section, include examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport food and beverage trends and customer preference. Proponents have the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. The Aviation General Manager reserves the right to approve any and all substituted store concepts. Proponent shall submit, in sufficient detail, a clearly defined operation believed to be the best concept for the location. These concepts must be clearly defined in the merchandising plan and included in the business plan submitted with the Proponent’s proposal.

The Department of Aviation is seeking Prominent and Recognizable brands. This shall include any and all of the following:

1. brands that may be known by the relevant market segment nationally, regionally, and/or locally, including but not limited to franchised operations in the quick service restaurant industry, chain full-service restaurant concepts, regionally-themed restaurants, and single-store proprietary restaurant concepts;
2. brands and/or concepts that are based on the expertise or public appeal of a celebrity figure, television show, movie, and/or other significant attraction including but not limited to chef-driven concepts and celebrity-themed restaurants;

3. International brands that would have a demonstrable following and/or relevant applicability to HJAIA.

Prominent And Recognizable Brands shall not include:

1. generic concepts that do not already possess a licensed, trademarked, or proprietary name, logo, recipe or food and beverage approach; and
2. Brands or concepts operating in no more than two locations each situated 500 miles or more from Atlanta, Georgia.

The successful Proponent will be required to operate and manage multiple food and beverage locations providing merchandise and or products on a non-exclusive basis. All items sold must meet Federal Aviation Administration (FAA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the Aviation General Manager. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the Aviation General Manager asking that the matter be reviewed. The Aviation General Manager shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the General Manager.

The Aviation General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the Lease, to expand, reduce or otherwise modify the products or merchandise offerings.

The Proponent and its subconcessionaire(s) will also be responsible for cleaning and maintaining the “Premises” so as to provide an environment that is “opening day fresh” in appearance at all times.

### **3. Specific Uses:**

**Concept: Quick Service - Open**

**Space No.: ATR-F1**

**Location: Atrium**

**Approximate Size: 546 square feet**

#### **Concept Specifications**

- Quick service restaurant

#### **Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages

- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Hamburger concepts
- Ethnic food concepts
- Southern cuisine
- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Ethnic**

**Space No.: ATR-F2**

**Location: Atrium**

**Approximate Size: 621 square feet**

**Concept Specifications**

- Quick service restaurant providing ethnic cuisine

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
  - Candy and chewing gum
  - Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks
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**Concept: Quick Service - Hamburger**

**Space No.: ATR-F3**

**Location: Atrium**

**Approximate Size: 843 square feet**

**Concept Specifications**

- Quick service restaurant specializing in hamburgers

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and include at minimum the Standard Beverages and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Lunch and dinner menu should include all or a majority of the items found at street locations of the same brand, including entrees other than hamburgers, sides that should include french fries and salads, and limited desserts.
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Southern Style Cuisine**

**Space No.: ATR-F4**

**Location: Atrium**

**Approximate Size: 456 square feet**

**Concept Specifications**

- Local brand quick service restaurant providing southern style cuisine

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, and no exceptions to the general Exclusions
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Coffee**

**Space No.: ATR-F5**

**Location: Atrium**

**Approximate Size: 653 square feet**

**Concept Specifications**

- Coffee concept with light meal options

**Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway snack items for other dayparts (such as prepared sandwiches, salads, and desserts)
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service – Sandwich/Salad**

**Space No.: ATR-F7**

**Location: Atrium**

**Approximate Size: 2,572 square feet**

**Concept Specifications**

- Quick service restaurant providing sandwich and salad menu options

**Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options focusing on made-to-order sandwiches such as submarine sandwiches, pita bread sandwiches, wraps, panini sandwiches, salad bar, other made-to-order sandwiches and/or salads, plus side menu items such as bagged chips, potato salad, cole slaw, etc. Menu should include all or the majority of items offered at the brand’s street



locations, and include at minimum the Standard Beverages with no exceptions to the general Exclusions

- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Casual Dining with Bar**

**Space No.: ATR-F8**

**Location: Atrium**

**Approximate Size: 12,494 square feet**

**Concept Specifications**

- Casual dining restaurant with a kitchen and full bar offering table service

**Desired Menu**

- Upscale dining
- Bar must be located downstairs, and must offer the same menu items as restaurant does
- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical casual dining establishment, with entrees, sandwiches, sides, salads (including entrée salads), soups, and desserts
- Full alcoholic beverage service including cocktails, a minimum of six (6) offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Fast Casual Dining with Bar**

**Space No.: ATR-F11**

**Location: Atrium**

**Approximate Size: 2,297 square feet**

**Concept Specifications**

- Fast casual dining restaurant with counter service, seating, a kitchen, and limited bar

**Desired Menu**

- Limited bar and alcoholic beverage service including cocktails, beer, and wine by the glass
- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical fast casual dining establishment, with sandwiches, sides, salads (including entrée salads), soups, and desserts.
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Gourmet Market**

**Space No.: ATR-F12**

**Location: Atrium**

**Approximate Size: 1,511 square feet**

**Concept Specifications**

- Gourmet market featuring grab and go, pre-packaged food items
- This concept should offer local and national branded gourmet food and beverage products, including, but not limited to cheese, olives, bread, baked goods, sushi, fresh produce, yogurts, cereal, freshly-prepared sandwiches, salads, and wraps, and other items that can be found in distinctive gourmet markets. If possible, the concept should also offer freshly-brewed coffee. A variety of cold canned and bottled beverages should be available.

### **Desired Menu**

- Menu should include takeaway snack and light fare items suitable for all dayparts
- Food should be available in convenient “to go” packaging
- Restaurant should also offer the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

### **Non-Permitted Menu/Concepts**

- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Coffee/Bakery**

**Space No.: F-F2**

**F-F3**

**Location: Concourse F**

**Approximate Size: 1,320 square feet**  
**753 square feet**

This location will be a recognized coffee/bakery concept concentrating on a variety of high quality product and merchandise designed to appeal to the modern domestic and international traveler. Featured item include freshly brewed gourmet coffee, cappuccino, espresso, and other specialty coffee drinks, teas, and fresh juices, bake goods including bagels, biscotti, croissants, Danishes pastries, muffins, cookies and other desserts. The Proponent may include items for sale such as bulk coffee sold by the pound, coffee mugs, coffee and tea pre-packed gift, pre-packaged biscotti, and other coffee-related gift items. Merchandise, entrees and beverages maybe based on concept and/or brand offerings.

### **Desired Inventory**

- Standard beverages must include freshly brewed caffeinated and decaffeinated coffee, iced tea, fruit juices, milk and bottle water.
- A variety of sodas including at least two (2) caffeinated and two (2) decaffeinated sodas.
- Breakfast may be served.

### **Non-Permitted Inventory/Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise.
- Gifts and souvenirs (other than coffee related) are not permitted to be sold from this location.

- Candy products (other than coffee related) are not permitted to be sold from this location.
- Freshly pre-packed popcorn.

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**Concept: Restaurant**

**Space No. F-F10**

**Location: Concourse F**

**Approximate Size: 3,000 square feet**

The above locations will be a restaurant location concentrating on a variety of high quality food and beverage designed to appeal to the international and domestic travelers. Featured service is a sit-down waiter/waitress served food and liquor services with a menu consisting of entrees of beef, chicken, fish, shellfish, specialty sandwiches, appetizers, soups, salads, beverages, and desserts. Children's choices must be included on the menu.

All food and beverage (except take-out) must be served in ceramic/glass ware typical of a first class restaurant operation. Flat ware must be stainless steel at a minimum, except knives as currently prohibited by the Transportation Security Act (TSA) with cloth napery. Placemats required.

**Desired inventory**

- Featured item include entrée and appetizers typical of a sit-down restaurant.
- Entrees to include beef, chicken, fish, shellfish and at least three (3) cold and two (2) hot sandwiches and one (1) type of soup, stew, or chili, and at least one (1) entrée salad. Other entrees are optional.
- At least one (1) side salad (e.g. fruit salad, pasta salad, cold slaw, etc.)
- Standard beverage must include a variety of sodas including at least two (2) diet sodas, two (2) caffeinated sodas and two (2) decaffeinated sodas
- At least one (1) fruit juice, freshly brewed caffeinated and decaffeinated coffee, iced tea, milk, and bottle water.
- Liquor bar to feature beer (at least ten (10) imported bottle must be offered), wine, and hard liquor.
- Breakfast may be served.

**Non-Permitted Inventory Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise.
  - Any or all food stuff items which are not intended for immediate consumption, including but not limited to prepackaged candy except where noted in the description or Uses Permitted in this section.
  - Fresh or prepackage popcorn
  - Espresso based coffee/drink preparations.
-

**Concept: Food and Beverage Fast Casual/Quick Serve**

**Space No. F-F4**

**F-F5**

**F-F6**

**F-F7**

**Location: Concourse F**

**Approximate Size:**      **677 square feet**  
                                     **700 square feet**  
                                     **701 square feet**  
                                     **856 square feet**

The above locations will be a food and beverage fast casual/quick serve concepts concentrating on a variety of high quality food and beverage products designed to appeal to the international and domestic travelers. Suggested concepts include but not limited ethnic, chicken, burger, gourmet market, pizza or frozen desert concepts. Entrees and other products must be based on the concept and or brand offerings.

**Desired Inventory**

- Standard beverage must include a variety of sodas including at least two (2) diet sodas, two (2) caffeinated sodas and two (2) decaffeinated sodas
- At least one (1) fruit juice, freshly brewed caffeinated and decaffeinated coffee, iced tea, milk, and bottle water.
- Breakfast may be served.

**Non-Permitted Inventory Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise
- No food or beverage sales for immediate consumption on the assigned premises will be permitted on these locations.

Standard Beverages defined as a variety of sodas (including at least two diet sodas, two caffeinated sodas and two decaffeinated sodas), at least one fruit juice, freshly brewed caffeinated and decaffeinated coffee and bottle water.

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**Concept: Food Court**

**Space No. ATR-F10**

**ATR-F13**

**F-F11**

**F-F12**

**F-F13**

**Location: Atrium and Concourse F**

**Approximate Size: 3,084 square feet**  
**972 square feet**  
**890 square feet**  
**3,830 square feet**  
**2,287square feet**

The food court is a common area benefiting the customers of all concessionaires leasing space surrounding the food court, as shown on Exhibit A hereto. The food court is to be used for food court circulation, queuing, seating and condiment stations. It may not be used for displays, free standing signs, carts or other display/sale activities.

Universal food service condiments/supplies (i.e. salt, pepper, sugar, sugar substitutes, flatware, napkins etc.) will be available at strategically located condiment stations throughout the common food court area for the food court concessionaires. Concessionaire's specific condiments only can be dispensed from concessionaire's space (i.e. soy sauce, ketchup, red pepper flake, hot sauce, etc.)

Management, maintenance and operations of the food court common area are the sole responsibility of the successful Proponent and subconcessionaire. If the Proponent decides to lease one (1) or more of the ten (10) food and beverage locations to a subconcessionaire, then the subconcessionaire shall be responsible for paying the Proponent on a monthly basis its "Pro Rata" share percentage of the cost to maintain, manage, finish, construct the food court area (hereafter "Common Area, Maintenance Charges" or "CAM Charges"). These CAM charges are based on the food court concessionaires' leased square footage space and are limited to the actual costs incurred by the Proponent. For example, a subconcessionaire leases one (1) of the food and beverage spaces surrounding the food court. The subconcessionaire's leased space is 500 square feet of Premises surrounding the food court is 2,500 square feet. The subconcessionaires' CAM Charges would be calculated as below:

500 square feet divided by 2,500 square feet = 20% (subconcessionaire's "Pro Rata" share percentage of the leased space surrounding the food court). Therefore, the subconcessionaire in this example would pay twenty percent (20% of the accumulative monthly CAM Charges).

In addition, at any time during the term of the proposed Agreement, the food court may require refurbishment, the subconcessionaire shall be required to pay the Proponent its "Pro Rata" share percentage of the cost to refurbish the food court area. Any additional charges of any nature are prohibited without the prior approval of the Aviation General Manager.

### **3.1 Construction**

As provided in the Concessions Agreement at Part 5 of this RFP, Proponent will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, etc.) necessary to bring the Atrium and Concourse F base building concession spaces to a condition ready to receive concessions space improvements.

The Concourse F Premises are scheduled to be made available to the Proponent for construction on October 1, 2011. However, this date is subject to change. All construction shall be completed within one hundred and fifty (150) days of the date the Premises are made available to successful Proponent for construction. The successful Proponent shall construct, fit, and finish the premises in its entirety within the timeframe stated above. Additionally, all aspects of Concourse F concessions build-out must comply with the Silver Leadership in Energy and Environmental Design (LEED) Certification requirements.

**FC-5197; Food and Beverage Concessions (Package No. 7)  
at Hartsfield-Jackson Atlanta International Airport**

**Exhibit A; Scope of Concessions Services**

**1. Project Description:**

Proponents shall submit a proposal to construct, fit and finish, operate, maintain and manage three (3) food and beverage concessions location (individually and collectively referred to herein as the “Premises”) on Concourse B (B-F12, B-F14) and Concourse F (F-F1) as further depicted in Exhibit A to Part 5; Concessions Agreement.

**2. Permitted Uses Generally:**

The following uses permitted for each of the three (3) food and beverage space, as outlined in this section, include examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport food and beverage trends and customer preference. Proponents have the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. The Aviation General Manager reserves the right to approve any and all substituted store concepts. Proponent shall submit, in sufficient detail, a clearly defined operation believed to be the best concept for the location. These concepts must be clearly defined in the merchandising plan and included in the business plan submitted with the Proponent’s proposal.

The Department of Aviation is seeking Prominent and Recognizable brands. This shall include any and all of the following:

1. brands that may be known by the relevant market segment nationally, regionally, and/or locally, including but not limited to franchised operations in the quick service restaurant industry, chain full-service restaurant concepts, regionally-themed restaurants, and single-store proprietary restaurant concepts;
2. brands and/or concepts that are based on the expertise or public appeal of a celebrity figure, television show, movie, and/or other significant attraction including but not limited to chef-driven concepts and celebrity-themed restaurants;
3. International brands that would have a demonstrable following and/or relevant applicability to HJAIA.



Prominent And Recognizable Brands shall not include:

1. generic concepts that do not already possess a licensed, trademarked, or proprietary name, logo, recipe or food and beverage approach; and
2. Brands or concepts operating in no more than two locations each situated 500 miles or more from Atlanta, Georgia.

The successful Proponent will be required to operate and manage multiple food and beverage locations providing merchandise and or products on a non-exclusive basis. All items sold must meet Federal Aviation Administration (FAA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the Aviation General Manager. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the Aviation General Manager asking that the matter be reviewed. The Aviation General Manager shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the General Manager.

The Aviation General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the Lease, to expand, reduce or otherwise modify the products or merchandise offerings.

The Proponent and its subconcessionaire(s) will also be responsible for cleaning and maintaining the “Premises” so as to provide an environment that is “opening day fresh” in appearance at all times.

### **3. Specific Uses:**

**Concept: Bar with Food**

**Space No.: B-F12**

**Location: Concourse B**

**Approximate Size: 1,697 square feet**

#### **Concept Specifications**

- Full service bar with limited food service

#### **Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food establishment

including appetizers, small plates, light fare, and other items, including sandwiches and salad.

- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Coffee with Café/Bar**

**Space No.: B-F14**

**Location: Concourse B**

**Approximate Size: 1,184 square feet**

**Concept Specifications**

- Coffee concept with café including meal options

**Desired Menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway meal items for other dayparts (such as prepared sandwiches, soups, wraps, sides, salads, and desserts)
- Full alcoholic beverage service including cocktails, a minimum of six (6) offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- Food should be available in convenient “to go” packaging
- Restaurant should also offer juices and water
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

**Non-Permitted Menu/Concepts**

- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

Standard Beverages defined as a variety of sodas (including at least two diet sodas, two caffeinated sodas and two decaffeinated sodas), at least one fruit juice, freshly brewed caffeinated and decaffeinated coffee and bottle water.

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**Concept: Bar**

**Space No. F-F1**

**Location: Concourse F**

**Approximate Size: 1,429 square feet**

The above locations will be a recognizable bar concepts concentrating on a variety of high quality food and beverage designed to appeal to the modern domestic and international traveler. Featured items must include appetizers typical of a bar and grill to include entrée salad, hot and cold sandwiches, soup, stew or chili, soda, fruit juice, coffee, tea, milk and bottle water. Liquor bar will feature beer, wine and hard liquor. All drinks ware (except take out) must be ceramic/glass ware typical of a bar operation. Flat ware (except knives) must be casual style e.g. baskets, servers. (i.e. not disposable). Optional breakfast menu will be available before lawful alcohol services.

**Desired Inventory**

- At least one entrée salad, one (1) side salad (e.g. fruit salad, pasta salad, cole slaw, etc) must be served.
- At least three (3) cold and hot sandwiches, and one (1) soup, stew or chili. Hot entrees are optional.
- Standard beverage must include a variety of sodas (at least two (2) diet sodas, two (2) caffeinated sodas and two (2) decaffeinated sodas), at least one (1) fruit juice, freshly brewed caffeinated and decaffeinated coffee, ice tea, milk and bottle water.
- Liquor bar to feature at least ten (10) imported bottle beers, wine and hard liquor.
- Breakfast may be served.

**Non-Permitted Inventory Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise.
- Any or all food items which are not intended for immediate consumption, including but not limited to prepackaged candy except where noted in the description or Uses Permitted in this section.
- Fresh or prepackage popcorn

**3.1 Construction**

The Proponent will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, etc.) necessary to bring the base building concession spaces to a condition ready to receive concessions space improvements.

The Concourse F Premises are scheduled to be made available to the Proponent for construction on October 1, 2011. However, this date is subject to change. All construction shall be completed within one hundred and fifty (150) days of the date the Premises are made available to successful Proponent for construction. The successful

Proponent shall construct, fit, and finish the premises in its entirety within the timeframe stated above. Additionally, all aspects of Concourse F concessions build-out must comply with the Silver Leadership in Energy and Environmental Design (LEED) Certification requirements.

**FC-5198; Food and Beverage Concessions (Package No. 8)  
at Hartsfield-Jackson Atlanta International Airport**

**Exhibit A; Scope of Concessions Services**

**1. Project Description:**

Proponents shall submit a proposal to construct, fit and finish, operate, maintain and manage three (3) food and beverage concessions locations (individually and collectively referred to herein as the “Premises”) on Concourse A (A-F13, A-F16a) and the Atrium (ATR-F6) as further depicted in Exhibit A to Part 5; Concessions Agreement.

**2. Permitted Uses Generally:**

The following uses permitted for each of the three (3) food and beverage spaces, as outlined in this section, include examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport food and beverage trends and customer preference. Proponents have the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. The Aviation General Manager reserves the right to approve any and all substituted store concepts. Proponent shall submit, in sufficient detail, a clearly defined operation believed to be the best concept for the location. These concepts must be clearly defined in the merchandising plan and included in the business plan submitted with the Proponent’s proposal.

The Department of Aviation is seeking Prominent and Recognizable brands. This shall include any and all of the following:

1. brands that may be known by the relevant market segment nationally, regionally, and/or locally, including but not limited to franchised operations in the quick service restaurant industry, chain full-service restaurant concepts, regionally-themed restaurants, and single-store proprietary restaurant concepts;
2. brands and/or concepts that are based on the expertise or public appeal of a celebrity figure, television show, movie, and/or other significant attraction including but not limited to chef-driven concepts and celebrity-themed restaurants;
3. International brands that would have a demonstrable following and/or relevant applicability to HJAIA.

Prominent And Recognizable Brands shall not include:

1. generic concepts that do not already possess a licensed, trademarked, or proprietary name, logo, recipe or food and beverage approach; and
2. Brands or concepts operating in no more than two locations each situated 500 miles or more from Atlanta, Georgia.

The successful Proponent will be required to operate and manage multiple food and beverage locations providing merchandise and or products on a non-exclusive basis. All items sold must meet Federal Aviation Administration (FAA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the Aviation General Manager. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the Aviation General Manager asking that the matter be reviewed. The Aviation General Manager shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the General Manager.

The Aviation General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the Lease, to expand, reduce or otherwise modify the products or merchandise offerings.

The Proponent and its subconcessionaire(s) will also be responsible for cleaning and maintaining the “Premises” so as to provide an environment that is “opening day fresh” in appearance at all times.

### **3. Specific Uses:**

**Concept: Bar with Food**

**Space No.: A-F13**

**Location: Concourse A**

**Approximate Size: 2,232 square feet**

#### **Concept Specifications**

- Full service bar with limited food service

#### **Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options, with at minimum the Standard Beverages and no exceptions to the general Exclusions. Featured items should be that of a typical bar with food

establishment including appetizers, small plates, light fare, and other items, including sandwiches and salad.

- Full alcoholic beverage service including cocktails, a minimum of six offerings of wine by the glass, and at least eight (8) beer options, including draft beer
- May have walk-up counter for take-away orders
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

#### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

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**Concept: Quick Service - Open**

**Space No.: A-F16a**

**Location: Concourse A**

**Approximate Size: 843 square feet**

#### **Concept Specifications**

- Quick service restaurant

#### **Desired Menu**

- Menu should include freshly prepared breakfast, lunch, and dinner menu options
- Food should be prepared as ordered
- Food should be available in convenient “to go” packaging
- Restaurant should also offer salads, sides, and the Standard Beverages
- Beer and wine in single service containers (not poured from a tap) are optional
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children

#### **Non-Permitted Menu/Concepts**

- Menu items prepared in advance
- Candy and chewing gum
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

**“Standard Beverages”** means a variety of sodas (including at least two diet sodas, two caffeinated sodas and two decaffeinated sodas), at least one fruit juice, freshly brewed caffeinated and decaffeinated coffee and bottle water.

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**Concept: Frozen Desserts, Snacks, Pretzels, and/or Hot Dogs with Gourmet Coffee Drinks**

**Space No.: ATR-F6**

**Location: Atrium**

**Approximate Size: 350 square feet**

**Concept Specifications**

- Ice cream, yogurt, frozen dessert, pretzels, hot dogs, or other snack concept with gourmet coffee drinks

**Desired Menu**

- Menu should include frozen takeaway dessert options
- Restaurant should also offer the Standard Beverages
- Food should be available in convenient “to go” packaging
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children
- All interesting snack food ideas welcome

**Non-Permitted Menu/Concepts**

- Alcoholic beverages
- Menu items prepared in advance
- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks

**3.1 Construction**

Proponent will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, etc.) necessary to bring the base building concession spaces to a condition ready to receive concessions space improvements.



**FC-5227; Concourses E & F Retail Concessions (Package No. 1)  
at Hartsfield-Jackson Atlanta International Airport**

**Exhibit A; Scope of Concessions Services**

**1. Project Description:**

Proponents shall submit a proposal to fit and finish, construct, operate, maintain and manage thirteen (13) retail concessions locations (individually and collectively referred to herein as the “Premises”) on Concourse E, (E-R4, E-R5, E-R5a, E-RC9, E-R10, E-RC13,) and Concourse F (F-R1, F-R3, F-R4, F-R5, F-R6, F-R7, F-R10), as further depicted on Exhibit A to Part 5; Concessions Agreement.

**2. Permitted Uses Generally:**

The following uses permitted for each of the thirteen (13) retail spaces, as outlined in this section, include examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport trends and customer preference. Proponents have the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. The Aviation General Manager reserves the right to approve any and all substituted store concepts. Proponent shall submit, in sufficient detail, a clearly defined operation believed to be the best concept for the locations listed above. These concepts must be clearly defined in the merchandising plan and included in the business plan submitted with the Proponent’s proposal.

The successful Proponent will be required to operate and manage retail locations providing retail merchandise or products on a non exclusive basis. All items sold must meet Transportation Security Administration (TSA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the Aviation General Manager. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the Aviation General Manager asking that the matter be reviewed. The Aviation General Manager shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the General Manager.

The Aviation General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the Lease, to expand, reduce or otherwise modify the products or merchandise offerings.

The Proponent and its subconcessionaire(s) will also be responsible for cleaning and maintaining the “Premises” so as to provide an environment that is “opening day fresh” in appearance at all times.

### 3. Specific Uses:

<b>Concept: News Convenience</b>		
<b>Space No.</b>	<b>Concourse Location</b>	<b>Approximate Square Footage</b>
<b>F-R1</b>	<b>F</b>	<b>2806</b>
<b>F-R10</b>	<b>F</b>	<b>2415</b>

The above locations will be news convenience concepts concentrating on a variety of high quality merchandise designed to appeal to the modern domestic and international traveler. The merchandise shall include a combination of reading material, essential travel-sized health and beauty aid, pre-priced snack foods and beverages, books, sundries, T-shirts, greeting cards, and variety or regional gifts, souvenirs and related merchandise.

#### **Desired Inventory**

- At least 200 separately displayed titles of magazines/periodicals must be displayed at all times. A maximum of eight (8) of the titles may be for adult entertainment.
- At least 50 separately displayed titles of paperback and hardback books must be displayed at all times.
- New York Times weekly best sellers in paperback and hardback books in fiction and non-fiction for sale, with at least the top twenty (20) (of each category) in stock at all times.
- A newspaper selection consisting of at least two (2) local, six (6) national/out of town, and four (4) international/foreign newspaper titles of general circulation must be carried at all times.
- At least 50 varieties of candy and snack foods as packaged for normal retail sale shall be offered.
- Chilled and/or non-chilled non alcoholic bottled beverages such as water, soft drinks, and juices.
- Cosmetics, hosiery, and variety of health & beauty aid products in travel sizes.
- Disposable cameras, film, photographic accessories, and batteries.
- Tobacco products and related accessories.
- Travel-sized non-prescription medication and pain relievers.
- Travel Carts and other travel aids.
- High quality regional gifts, souvenirs, and travel-related products.
- Business traveler supplies such as paper, pens, stationery, postage stamps sold at face value, and planners/calendars.

### **Non-Permitted Inventory/Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise
- Fresh or pre-packed popcorn
- Espresso style drinks

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<b>Concept:</b>	<b>News Convenience</b>	
<b>Space No.</b>	<b>Concourse Location</b>	<b>Approximate Square Footage</b>

<b>E-RC9</b>	<b>E</b>	<b>172</b>
<b>E-RC13</b>	<b>E</b>	<b>655</b>

The above locations will be news convenience concepts concentrating on a variety of high quality merchandise designed to appeal to the modern domestic and international traveler. The merchandise shall include a combination of reading material, essential travel-sized health and beauty aid, books, sundries, T-shirts, greeting cards, and variety or regional gifts, souvenirs and related merchandise.

### **Desired Inventory**

- At least 200 separately displayed titles of magazines/periodicals must be displayed at all times. A maximum of eight (8) of the titles may be for adult entertainment.
- At least 50 separately displayed titles of paperback and hardback books must be displayed at all times.
- New York Times weekly best sellers in paperback and hardback books in fiction and non-fiction for sale, with at least the top twenty (20) (of each category) in stock at all times.
- A newspaper selection consisting of at least two (2) local, six (6) national/out of town, and four (4) international/foreign newspaper titles of general circulation must be carried at all times.
- At least 50 varieties of candy and snack foods as packaged for normal retail sale shall be offered.
- Cosmetics, hosiery, and variety of health & beauty aid products in travel sizes.
- Disposable cameras, film, photographic accessories, and batteries.
- Tobacco products and related accessories.
- Travel-sized non-prescription medication and pain relievers.
- Travel Carts and other travel aids.
- High quality regional gifts, souvenirs, and travel-related products.
- Business traveler supplies such as paper, pens, stationery, postage stamps sold at face value, and planners/calendars.

### **Non-Permitted Inventory/Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise
- Fresh or pre-packed popcorn

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<b>Concepts:</b>	<b>Bookstore Café: Sustainable Food E-Bookstore Café</b>
<b>Space No.</b>	<b>Concourse Location      Approximate Square Footage</b>

**F-R3**

**F**

**1947**

This location will a Bookstore Café: Sustainable Food E-Bookstore Café concentrating on a variety of high quality merchandise designed to appeal to the modern domestic and international traveler. Merchandise, entrees and beverages maybe based on concept and or brand offerings. Books shall comprise a minimum of 50% of the assigned premises. Book-related merchandise shall comprise of a minimum 5% of the assigned premises. Café component shall comprise of at least 25% of the assigned premises.

This location will feature 100% of its menu as classifiably sustainable food. In addition, the location will feature paperback and hardback books, as well as design features and amenities that would support passengers that read e-books (like AC Power available at the table, maybe a reading stand, furniture that has somehow been optimized for the digital reader, etc.).

### **Sustainable Food**

Sustainability includes buying food as locally as possible. Sustainable Food involves food production methods that are as follows:

- Healthy;
- Environmentally friendly;
- Respect workers;
- Humane to animals;
- Provide fair wages to farmers, and;
- Support farming communities.

Sustainable food should be produced, processed and traded in ways that:

- Contribute to thriving local economies and sustainable livelihoods;
- Protect the diversity of both plants and animals (and the welfare of farmed and wild species), and avoid damaging natural resources and contributing to climate change;
- Provide social benefits, such as good quality food, safe and healthy products, and educational opportunities;
- Include special categories of foods, such as Organic and Gluten-Free.

### **Desired Inventory**

- At least 1,300 separately displayed titles, of which 30% must be hardback books.
- New York Times weekly best sellers in paperback and hardback books in fiction and non-fiction for sale, with at least the top twenty (20) (of each category) in stock at all times.
- At least 100 books titles available on electronic media (MP3, CD, Tape) must be displayed at all times
- A maximum of 25 separately displayed major best-selling national magazine/periodicals.
- A section of books dedicated to children's literature must account for a maximum of 10% of the overall square footage of this concept.
- Book accessories such as: bookmarkers, mini and comic books, books bags, book lights, date books, calendars, journals, pens, stationery, and notebooks.
- A newspaper selection consisting of at least two (2) local, six (6) national/out of town, and four (4) international/foreign newspaper titles of general circulation must be carried at all times.
- Coffee products and services: gourmet coffee and espresso; various bottled drinks such as soft drinks, juices, bottle water (chilled and non-chilled), a variety of baked goods (cookies, brownies, filled croissants, bagels, cinnamon rolls, danish); and freshly prepared/pre-packed salads, sandwiches, and wraps.

### **Non-Permitted Inventory/Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise
- Gifts and souvenirs (other than book-related) are not permitted to be sold from this location.
- Candy products are not permitted to be sold from this location.
- Freshly pre-packed popcorn.

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<b>Concepts:</b>	<b>Specialty Retail</b>	
<b>Space No.</b>	<b>Concourse Location</b>	<b>Approximate Square Footage</b>
<b>E-R4</b>	<b>E</b>	<b>985</b>
<b>E-R5</b>	<b>E</b>	<b>1185</b>
<b>E-R5a</b>	<b>E</b>	<b>856</b>
<b>E-R10</b>	<b>E</b>	<b>127</b>
<b>F-R4</b>	<b>F</b>	<b>1418</b>
<b>F-R5</b>	<b>F</b>	<b>1868</b>
<b>F-R6</b>	<b>F</b>	<b>2921</b>
<b>F-R7</b>	<b>F</b>	<b>1752</b>

The above locations will be nationally or internationally branded or locally or regionally recognized specialty retail locations concentrating on a variety of high quality merchandise designed to appeal to the international and domestic travelers.

### **Suggested Concepts**

- Suggested concept include but not limited to luxury health, leather/luggage accessories, watches, sunglasses, personal care, health/nutrition, music, video, electronic, technology, gadgets, entertainment, lifestyle, collectibles, men's, women's, and children's apparel, jewelry, and specialty foods.

### **Non-Permitted Inventory Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise
- No food or beverage sales for immediate consumption on the assigned premises will be permitted on these locations.

## **3.1 Construction**

Concourse F Premises is scheduled for release to the Proponent for construction November 1, 2011. However, this date may fluctuate. All construction shall be completed within 150 day of the facility opening. The Proponent shall construct, fit, and finish the premises in its entirety within the timeframe stated above. The Proponent will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, grease trap, etc.) necessary to bring the base building concession spaces to a condition ready to receive concessions space improvements. Additionally, all concessions build-out must comply with the Silver Leadership in Energy and Environmental Design (LEED) Certification requirements.

**FC-5228; Concourses E & F Retail Concessions (Package No. 2)  
at Hartsfield-Jackson Atlanta International Airport**

**Exhibit A; Scope of Concessions Services**

**1. Project Description:**

Proponents shall submit a proposal to fit and finish, construct, operate, maintain and manage eleven (11) retail concessions locations (individually and collectively referred to herein as the “Premises”) on Concourse E, (E-R1, E-R2, E-R3, E-R6, E-R7, E-R8, E-R11, E-RC12), and Concourse F (F-R2, F-R8, F-R12), as further depicted on Exhibit A to Part 5; Concessions Agreement.

**2. Permitted Uses Generally:**

The following uses permitted for each of the eleven (11) retail spaces, as outlined in this section, include examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport trends and customer preference. Proponents have the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. The Aviation General Manager reserves the right to approve any and all substituted store concepts. Proponent shall submit, in sufficient detail, a clearly defined operation believed to be the best concept for the locations listed above. These concepts must be clearly defined in the merchandising plan and included in the business plan submitted with the Proponent’s proposal.

The successful Proponent will be required to operate and manage retail locations providing retail merchandise or products on a non exclusive basis. All items sold must meet Transportation Security Administration (TSA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the Aviation General Manager. In the event any question or dispute arises as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the Aviation General Manager asking that the matter be reviewed. The Aviation General Manager shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the General Manager.

The Aviation General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the Lease, to expand, reduce or otherwise modify the products or merchandise offerings.

The Proponent and its subconcessionaire(s) will also be responsible for cleaning and maintaining the “Premises” so as to provide an environment that is “opening day fresh” in appearance at all times.

**3. Specific Uses:**

<b>Concept:</b>	<b>News Convenience (Hybrid) and Coffee Shop</b>
<b>Space No.</b>	<b>Concourse Location      Approximate Square Footage</b>

<b>F-R2</b>	<b>F</b>	<b>3035</b>
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The above location will be news convenience concepts concentrating on a variety of high quality merchandise designed to appeal to the modern domestic and international traveler. The merchandise shall include a combination of reading material, essential travel-sized health and beauty aid, fresh pre-packed pre-priced sandwiches, salads, baked goods (cookies, brownies, bagels, cinnamon rolls, danish), pre-priced snack foods and beverages, books, sundries, T-shirts, greeting cards, and variety or regional gifts, souvenirs and related merchandise.

This location must also be designed and operated as a coffee shop in addition to its primary use as a news and convenience location.

**Desired Inventory**

- At least 200 separately displayed titles of magazines/periodicals must be displayed at all times. A maximum of eight (8) of the titles may be for adult entertainment.
- At least 50 separately displayed titles of paperback and hardback books must be displayed at all times.
- New York Times weekly best sellers in paperback and hardback books in fiction and non-fiction for sale, with at least the top twenty (20) (of each category) in stock at all times.
- A newspaper selection consisting of at least two (2) local, six (6) national/out of town, and four (4) international/foreign newspaper titles of general circulation must be carried at all times.
- At least 50 varieties of candy and snack foods as packaged for normal retail sale shall be offered.
- Freshly pre-priced pre-packed sandwiches, salads, wraps and baked goods.
- Chilled and/or non-chilled non alcoholic bottled beverages such as water, soft drinks, and juices.
- Cosmetics, hosiery, and variety of health & beauty aid products in travel sizes.
- Disposable cameras, film, photographic accessories, and batteries.
- Tobacco products and related accessories.
- Travel-sized non-prescription medication and pain relievers.
- Travel Carts and other travel aids.



- High quality regional gifts, souvenirs, and travel-related products.
- Business traveler supplies such as paper, pens, stationery, postage stamps sold at face value, and planners/calendars.

**Non-Permitted Inventory/Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise
- Fresh or pre-packed popcorn

**Desired Coffee Shop menu**

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway snack items for other day parts (such as prepared sandwiches, salads, and desserts).
- Food should be available in convenient “to go” packaging.
- Beer and wine in single service containers (not poured from a tap) are permitted.
- Restaurant should also offer juices and water.
- Menu offerings shall be of high quality and offer good value to the customers.
- There must be portion-appropriate menu items for children.

**Non-Permitted Menu items**

- Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks.

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<b>Concept:</b>	<b>News Convenience</b>	
<b>Space No.</b>	<b>Concourse Location</b>	<b>Approximate Square Footage</b>
<b>E-R3</b>	<b>E</b>	<b>1,257</b>
<b>E-RC12</b>	<b>E</b>	<b>561</b>

The above locations will be news convenience concepts concentrating on a variety of high quality merchandise designed to appeal to the modern domestic and international traveler. The merchandise shall include a combination of reading material, essential travel-sized health and beauty aid, books, sundries, T-shirts, greeting cards, and variety or regional gifts, souvenirs and related merchandise.

### **Desired Inventory**

- At least 200 separately displayed titles of magazines/periodicals must be displayed at all times. A maximum of eight (8) of the titles may be for adult entertainment.
- At least 50 separately displayed titles of paperback and hardback books must be displayed at all times.
- New York Times weekly best sellers in paperback and hardback books in fiction and non-fiction for sale, with at least the top twenty (20) (of each category) in stock at all times.
- A newspaper selection consisting of at least two (2) local, six (6) national/out of town, and four (4) international/foreign newspaper titles of general circulation must be carried at all times.
- At least 50 varieties of candy and snack foods as packaged for normal retail sale shall be offered.
- Cosmetics, hosiery, and variety of health & beauty aid products in travel sizes.
- Disposable cameras, film, photographic accessories, and batteries.
- Tobacco products and related accessories.
- Travel-sized non-prescription medication and pain relievers.
- Travel Carts and other travel aids.
- High quality regional gifts, souvenirs, and travel-related products.
- Business traveler supplies such as paper, pens, stationery, postage stamps sold at face value, and planners/calendars.

### **Non-Permitted Inventory/Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise
- Fresh or pre-packed popcorn

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<b>Concepts:</b>	<b>Bookstore Café: Sustainable Food E-Bookstore Café</b>
<b>Space No.</b>	<b>Concourse Location</b>
	<b>Approximate</b>
	<b>Square Footage</b>

**E-R7**

**E**

**2,114**

This location will a Bookstore Café: Sustainable Food E-Bookstore Café concentrating on a variety of high quality merchandise designed to appeal to the modern domestic and international traveler. Merchandise, entrees and beverages maybe based on concept and or brand offerings. Books shall comprise a minimum of 50% of the assigned premises. Book-related merchandise shall comprise of a minimum 5% of the assigned premises. Café component shall comprise of at least 25%of the assigned premises.

This location will feature 100% of its menu as classifiably sustainable food. In addition, the location will feature paperback and hardback books, as well as

design features and amenities that would support passengers that read e-books (like AC Power available at the table, maybe a reading stand, furniture that has somehow been optimized for the digital reader, etc.).

### **Sustainable Food**

Sustainability includes buying food as locally as possible. Sustainable Food involves food production methods that are as follows:

- Healthy;
- Environmentally friendly;
- Respect workers;
- Humane to animals;
- Provide fair wages to farmers, and;
- Support farming communities.

Sustainable food should be produced, processed and traded in ways that:

- Contribute to thriving local economies and sustainable livelihoods;
- Protect the diversity of both plants and animals (and the welfare of farmed and wild species), and avoid damaging natural resources and contributing to climate change;
- Provide social benefits, such as good quality food, safe and healthy products, and educational opportunities;
- Include special categories of foods, such as Organic and Gluten-Free.

### **Desired Inventory**

- At least 1,300 separately displayed titles, of which 30% must be hardback books.
- New York Times weekly best sellers in paperback and hardback books in fiction and non-fiction for sale, with at least the top twenty (20) (of each category) in stock at all times.
- At least 100 books titles available on electronic media (MP3, CD, Tape) must be displayed at all times
- A maximum of 25 separately displayed major best-selling national magazine/periodicals.
- A section of books dedicated to children's literature must account for a maximum of 10% of the overall square footage of this concept.
- Book accessories such as: bookmarkers, mini and comic books, books bags, book lights, date books, calendars, journals, pens, stationery, and notebooks.

- A newspaper selection consisting of at least two (2) local, six (6) national/out of town, and four (4) international/foreign newspaper titles of general circulation must be carried at all times.
- Coffee products and services: gourmet coffee and espresso; various bottled drinks such as soft drinks, juices, bottle water (chilled and non-chilled), a variety of baked goods (cookies, brownies, filled croissants, bagels, cinnamon rolls, danish); and freshly prepared/pre-packed salads, sandwiches, and wraps.

### **Non-Permitted Inventory/Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise
- Gifts and souvenirs (other than book-related) are not permitted to be sold from this location.
- Candy products are not permitted to be sold from this location.
- Freshly pre-packed popcorn.

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<b>Concepts:</b>	<b>Specialty Retail</b>	
<b>Space No.</b>	<b>Concourse Location</b>	<b>Approximate Square Footage</b>
<b>E-R1</b>	<b>E</b>	<b>504</b>
<b>E-R2</b>	<b>E</b>	<b>1,543</b>
<b>E-R6</b>	<b>E</b>	<b>524</b>
<b>E-R8</b>	<b>E</b>	<b>166</b>
<b>E-R11</b>	<b>E</b>	<b>971</b>
<b>F-R8</b>	<b>F</b>	<b>672</b>
<b>F-R12</b>	<b>F</b>	<b>1186</b>

The above locations will be nationally or internationally branded or locally or regionally recognized specialty retail locations concentrating on a variety of high quality merchandise designed to appeal to the international and domestic travelers.

### **Suggested Concepts**

- Suggested concept include but not limited to luxury health, leather/luggage accessories, watches, sunglasses, personal care, health/nutrition, music, video, electronic, technology, gadgets, entertainment, lifestyle, collectibles, men's, women's, and children's apparel, jewelry, and specialty foods.

**Non-Permitted Inventory Concepts**

- Duty-free/in bond merchandise. The Proponent is prohibited from making or receiving deliveries at the Airport for duty-free bond merchandise
- No food or beverage sales for immediate consumption on the assigned premises will be permitted on these locations.

**3.1 Construction**

Concourse F Premises is scheduled for release to the Proponent for construction November 1, 2011. However, this date may fluctuate. All construction shall be completed within 150 day of the facility opening. The Proponent shall construct, fit, and finish the premises in its entirety within the timeframe stated above. The Proponent will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, grease trap, etc.) necessary to bring the base building concession spaces to a condition ready to receive concessions space improvements. Additionally, all concessions build-out must comply with the Silver Leadership in Energy and Environmental Design (LEED) Certification requirements.

***Exhibit 2; Revised Form 2: Proponent Financial Statements and Other Information***

**FORM 2<sup>1</sup>: Proponent Financial Statements and Other Financial Information**

Note: If a general partnership or a joint venture is proposed, all member companies are to respond separately to all questions, each completing a separate Form 2 to be submitted with its Proposal.

---

ALL FIGURES IN U.S. DOLLARS (US\$)

1. Summary of assets and liabilities on the basis of available financial statements for the most recent three (3) years.

Standard currency of Company's Financial Statement: .....

The exchange rate used: ..... = US \$.....

Most recent three (3) years:

	<b><u>Year:</u></b> (thousands)	<b><u>Year:</u></b> (thousands)	<b><u>Year:</u></b> (thousands)
Current Assets	US\$.....	US\$.....	US\$.....
Current Liabilities	US\$.....	US\$.....	US\$.....
Working Capital	US\$.....	US\$.....	US\$.....
Total Assets	US\$.....	US\$.....	US\$.....
Total Liabilities	US\$.....	US\$.....	US\$.....
Net-Worth	US\$.....	US\$.....	US\$.....

Please indicate the status of the financial statements provided:

- \_\_\_ **Audited by a CPA**
- \_\_\_ **Attested by a CPA**
- \_\_\_ **Compiled by a CPA**
- \_\_\_ **Self Prepared**

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<sup>1</sup> Each Proponent should submit any other information it deems appropriate to reflect its financial capabilities.

- 
2. Total value of the balance of work in hand:

US \$.....

3. Value of available credit for the Project from reputable local Banks or foreign bank verified by local banks.

<u>Name of Bank, Address, Telephone and Fax numbers</u>	<u>Amount</u> <u>(US\$)</u>
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
Total	.....

---

4. Given the magnitude and nature of the work contemplated in this RFP, the City should be able to evaluate, verify, and understand the Contracting Entity's financial capability and expertise to undertake and perform the Services. The Contracting Entity should demonstrate financial capability by providing documentation from one group of requests (see below) for each member of the Contracting Entity:

- (1) Audited financial statements for the three (3) most recent consecutive fiscal years:

- (a) Income Statement;
- (b) Balance Sheet; and
- (c) Statement of Changes in Financial Position.

**OR**

- (2) Unaudited financial statements for the three (3) most recent consecutive fiscal years, preferably compiled or attested by a CPA firm. Statements must include:

- (a) Income Statement
- (b) Balance Sheet; and
- (c) Satisfactory proof of Proponent's ability to obtain a Performance Bond in an amount equal to 12 months of the Proponents first year's MAG offer, as described in Appendix B

**OR**



(3) Other:

- (a) Unaudited financial statements for the three (3) most recent consecutive fiscal years;
- (b) Two (2) banks or other institutional lenders references;
- (c) Statement from bank confirming the company's open credit line available for the project; and
- (d) Dunn and Bradstreet report for the last two (2) years.

Please attach the statement from the banks confirming the Company's credit lines available for the Project.

Proponents are required to submit hard copies of all of the above financial conditions.

*A proponent will be deemed **non-responsive** if complete documents for one of the above categories are not submitted for evaluation.*

***Exhibit 3: Revised Form 13: Certification Regarding Exclusive Subconcessionaire  
Agreements***

**Form 13; Certification Regarding Exclusive Subconcessionaire Agreements**

Proponent hereby certifies that, as of the Proposal Deadline set forth in Part 1, section 7 of this RFP (as amended by any addenda), neither Proponent nor any entity comprising proponent is a party to any agreement with, or otherwise imposes any condition on, any subcontractor or potential subcontractor that seeks to restrict the ability of such subcontractor to participate as a subcontractor to any other prime concessionaire submitting a proposal in response to this RFP or any other Airport Food & Beverage RFP issued by the City contemporaneously herewith.

This certification shall not prohibit prime concessionaires from requiring that potential subcontractors enter into appropriate nondisclosure agreements governing proprietary information provided by prime concessionaire to subcontractor related to this RFP.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Corporate Proponent:**  
**[Insert Corporate Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

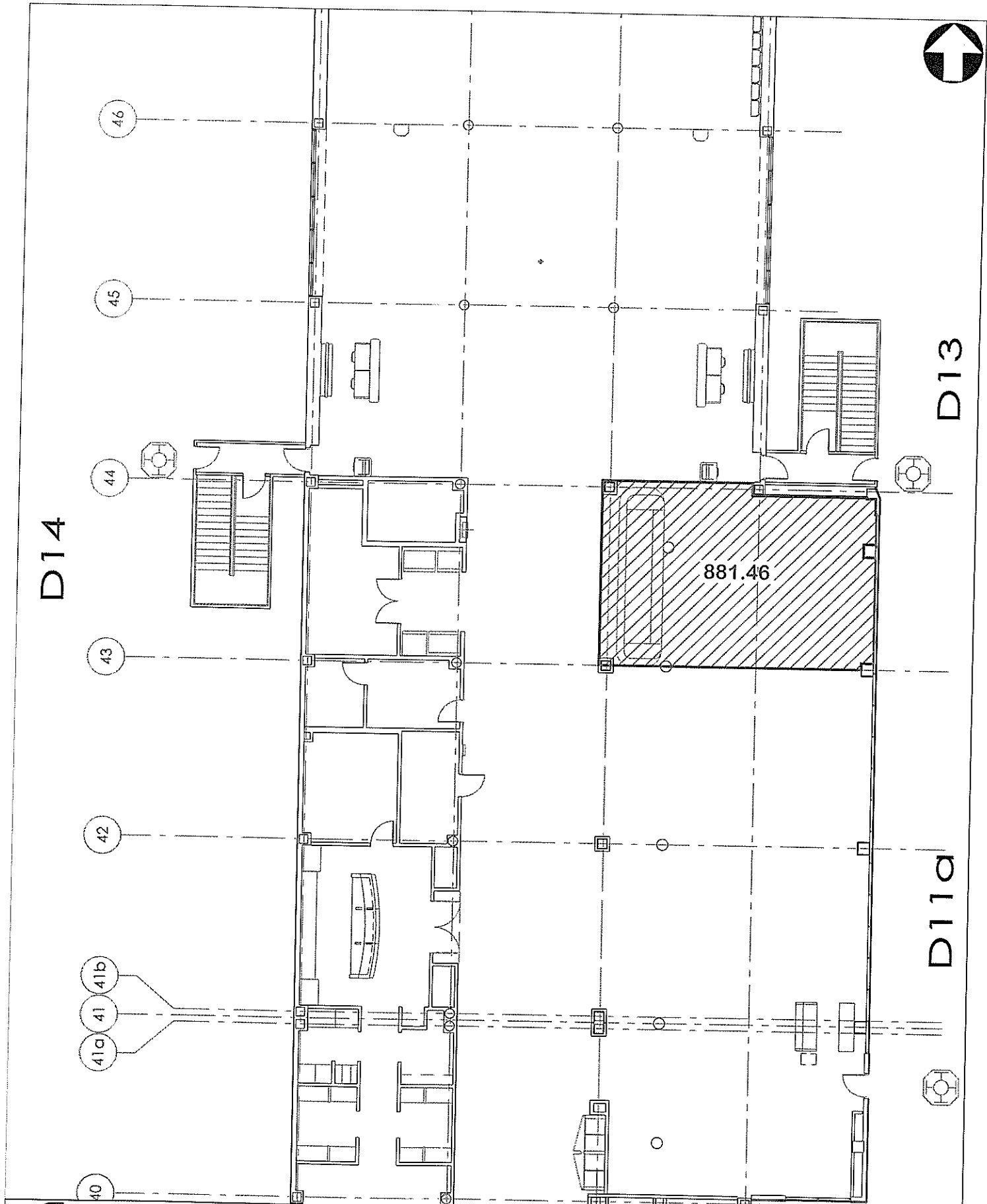
**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_

***Exhibit 4; LOD for Space D-F20***



***Exhibit 5; Revised Exhibit G: Transition Plan***

## Proposed Transition Schedule for Food and Beverage

Space is Available	Available at Date of Lease Execution			November 13, 2011			January 8, 2012			April 1, 2012			September 1, 2012			January 1, 2013		
				Phase 1			Phase 2			Phase 3			Phase 4			Phase 5		
Package 1	Current Concept and New Concept	*	Current Tenant	Current Concept and New Concept	*	Current Tenant	Current Concept and New Concept	*	Current Tenant	Current Concept and New Concept	*	Current Tennant	Current Concept and New Concept	*	Current Tennant	Current Concept and New Concept	*	Current Tenant
Conc. A							New Build Out (A-F21)	N	(New Space)	Great Wraps (A-F6)	FC	Concession Paschal	Chili's (A-F17)	C	Host - Taco Joy	Starbuck (A-F16)	S	Host - Taco Joy
							becomes Bar & Grill (1,266 s.f.)			becomes Chicken (422 s.f.)			becomes Coffee (320 s.f.)			becomes Gourmet Market (733 s.f.)		
							Wall St. Deli (A-F10)	FC	Concession Paschal	Hot Dog Const. (A-F7)	FC	Concession Paschal	Heineken's (A-F19)	C	Concession Paschal	Auntie Anne's	S	Host - Taco Joy
							becomes Quick Serve Southern (671 s.f.)			becomes Open Quick Serve (302 s.f.)			becomes Bar w/ Food (3,558 s.f.)			becomes Snack (185 s.f.)		
							Domino's (A-F8)	FC	Concession Paschal	Asian Chao (A-F5)	FC	Concession Paschal	Ben & Jerry's (A-F2)	N	Concession Paschal	Chili's (A-F11)	C	Host - Taco Joy
							becomes Coffee (495 s.f.)			becomes Hamburger (660 s.f.)			becomes Frozen Dessert (342 s.f.)			becomes Casual Dining w/Bar (4,875 s.f.)		
							Paschal's (A-F9)	FC	Concession Paschal	Dunkin Donuts (A-F4)	FC	Host - Taco Joy	Bar One	S	Host - Taco Joy	Houlihan's (A-F3)	N	Concession Paschal
							becomes Quick Serve Pizza (564 s.f.)			becomes Deli (623 s.f.)			becomes Bar with Food (650 s.f.)			becomes Bar w/ Food (1,670 s.f.)		
							BK/Cinnabon/ChickFilA (A-F14)	S	Host - Taco Joy	Freshen's (A-F15)	S	Host - Taco Joy						
							becomes Quick Serve Open (545 s.f.)			becomes Frozen Dessert (317 s.f.)								
							Hamburger (700 s.f.)											
							Kiosk 1	N	Concession Paschal									
							becomes Sand/Salad (49 s.f.)											
							Kiosk 2	N	Concession Paschal									
							becomes Sand/Salad (49 s.f.)											
							Kiosk 3	S	Host - Taco Joy									
							becomes Sand/Salad (49 s.f.)											
							Kiosk 4	S	Host - Taco Joy									
							becomes Sand/Salad (49 s.f.)											
Package 2																		
Conc. B							TGI Friday's (B-F10)	C	Concession Paschal	Charley's Steakery (B-F11)	S	Concession Paschal	Sport's Scene (B-F20)	N	Host - Taco Joy	Starbuck (B-F1)		
							becomes Casual Dining w/ Bar (3,592 s.f.)			becomes Quick Serve w/ seating (1,367 s.f.)			becomes Casual Dining w/ Bar (2,443 s.f.)			becomes Gourmet Market (889 s.f.)		
							Mandarin Express (B-F4)	FC	Host - Taco Joy	Freshen's (B-F3)	N	Host - Taco Joy	Seattle's Best (B-F8)	C	Concession Paschal	Nathan's Hot Dogs (B-F16)		
							becomes Quick Serve Ethnic (575 s.f.)			becomes Frozen Dessert (345 s.f.)			becomes Coffee (500 s.f.)			becomes Coffee/Backery (301 s.f.)		
													(Available 4/12/2012)					
							AuBonPain (B-F5)	FC	Host - Taco Joy	Popeye's (B-F7)	FC	Host - Taco Joy						
							becomes Quick Serve Open (493 s.f.)			becomes Southern (610 s.f.)			Ben and Jerry's (B-F13)					
													becomes Snack (341 s.f.)					
							Kiosks 1	S	Concession Paschal	Sbarro's (B-F6)	FC	Host - Taco Joy	(Available 4/12/2012)					
							becomes Sand/Salad (49 s.f.)			becomes Upscale Pizza (514 s.f.)								
							Kiosk 2	S	Concession Paschal									
							becomes Sand/Salad (49 s.f.)											
							Kiosk 3	N	Host - Taco Joy									
							becomes Sand/Salad (49 s.f.)											
							Kiosk 4	N	Host - Taco Joy								*	*
							becomes Sand/Salad (49 s.f.)										N	North
																	S	South
																	C	Center
							Kiosk 5	N	Host - Taco Joy								FC	Food Court
							becomes Sand/Salad (49 s.f.)											

## Proposed Transition Schedule for Food and Beverage

[illegible]



## Proposed Transition Schedule for Food and Beverage

Space is Available	Available at Date of Lease Execution			November 13, 2011			January 8, 2012			April 1, 2012			September 1, 2012			January 1, 2013			
				Phase 1			Phase 2			Phase 3			Phase 4			Phase 5			
																(525 s.f.)			
																D-F6	New		
																(429 s.f.)			
																D-F14	New		
																(1,033 s.f.)			
																D-F15	New		
																(881 s.f.)			
																D-F16	New		
																D-F17	New		
																D-F18	New		
Package 5																			
ATRIUM							Café DelSol / Future (ATR-F11)	N	Concession Paschal	Dominos (ATR-F4)	FC	Concession Paschal	Houlihan's (ATR-F8)	N	Concession Paschal	Atlanta Bread (ATR-F7)		Concession Paschal	
							Future (ATR-F11)	N	(New Space)	becomes Southern Quick Serve (456 s.f.)				becomes Casual Dining (12,494 s.f.)				becomes Sand/Salad (2,572 s.f.)	
							becomes Fast Casual Dining			Wendy's (ATR-F3)	FC	Concession Paschal	Seattle's Best (ATR-F6)	N	Concession Paschal	Paschal's (ATR-F1)	FC	Concession Paschal	
							Edy's / Future (ATR-F5)	S	Concession Paschal	becomes Hamburger (843 s.f.)				becomes Frozen Dessert (350 s.f.)				becomes Quick Serve (546 s.f.)	
							Future (ATR-F12)	S	(New Space)										
							becomes Gourmet Market (1,511 s.f.)			Asian Chao (ATR-F2)	FC	Concession Paschal							
							Coffee (653 s.f.)			becomes Ethnic (621 s.f.)									
							Food court Seating (972 s.f.)												
MHJIT	Future (F-F2)		(New Space)																
	becomes Coffee Bakery (1,320 s.f.)																		
	Future (F-F3)		(New Space)																
	becomes Coffee Bakery (753 s.f.)																		
	Future (F-F4)		(New Space)																
	becomes Fast Casual (677 s.f.)																		
	Future (F-F5)		(New Space)																
	becomes Fast Casual (700 s.f.)																		
	Future (F-F6)		(New Space)																
	becomes Fast Casual (701 s.f.)																		
	Future (F-F7)		(New Space)																
	becomes Fast Casual (890 s.f.)																		
	Available at Date of Lease Execution			November 13, 2011			January 8, 2012			April 1, 2012			September 1, 2012			January 1, 2013			
				Phase 1			Phase 2			Phase 3			Phase 4			Phase 5			
	Future (F-F7)		(New Space)																
	becomes Fast Casual (890 s.f.)																		
	Future (F-F10)		(New Space)																
	becomes Restaurant (3,000)																		
	Future (F-F11)		(New Space)																



*Attachment A; Estimated Costs for M & O*

## ***Estimated Annual Utility / Maintenance Cost***

	<b>Food &amp; Beverage</b>	<b>Retail</b>
<b>1. Electrical</b>	<b>\$ 8.50 Sq.Ft.</b>	<b>\$ 6.50 Sq.Ft.</b>
<b>2. Trash Labor</b>	<b>\$ 3.00 Sq.Ft.</b>	<b>\$ .50 Sq.Ft.</b>
<b>3. Dumpster</b>	<b>\$10.00 Sq.Ft.</b>	<b>\$ 2.50 Sq.Ft.</b>
<b>4. Building</b>	<b><u>\$ 2.00 Sq.Ft.</u></b>	<b><u>\$ 2.00 Sq.Ft.</u></b>
<b>Total Annual Cost</b>	<b>\$23.50 Sq.Ft.</b>	<b>\$11.50 Sq.Ft.</b>

***Attachment B; Payment and Performance Bonds***

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal ("Principal") and  
(Legal Title and Address)

\_\_\_\_\_ as Surety ("Surety") are held and firmly bound unto the  
(Legal Name and Address of the Surety)

CITY OF ATLANTA as Obligee ("Owner") in the amount of: \_\_\_\_\_ DOLLARS  
(Insert Contract Price)

(\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an Agreement with the

Owner bearing date of \_\_\_\_\_ and

in the same monetary amount of this bond for \_\_\_\_\_ in

accordance with the drawings and specifications prepared by: \_\_\_\_\_  
(Here insert Full Name and Title)

which said Contract and Task Order are incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner's right to do work, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work or to the specifications or drawings. In addition the Surety to this bond, for value received, hereby agrees to the provisions of the Contract for increases in the penal amount of this bond and waives notice from the Owner of any such changes.
- (2) A claimant is defined as any subcontractor and any person supplying labor, materials, machinery or equipment in the prosecution of the work provided for in said Contract and as provided in O.C.G.A §§ 36-91-90, et seq.
- (3) Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond shall have the rights and obligations set forth in O.C.G.A §§ 36-91-90, et seq.
- (4) No action can be instituted on this bond after one year from the completion of the Contract and acceptance of the Project by the proper public authorities.
- (5) Further, this bond shall be the Payment Bond furnished in compliance with O.C.G.A. §§ 36-91-90, et seq. and shall be subject to increase in the penal amount of the bond pursuant to such statutes of the Agreement.

APPROVED AS TO FORM:

CORPORATE NAME

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
PRESIDENT

ATTESTED TO BY:

\_\_\_\_\_

\_\_\_\_\_  
**CORPORATE SURETY**

BY: \_\_\_\_\_

ATTORNEY-IN-FACT (SIGN)

\_\_\_\_\_  
ATTORNEY-IN-FACT (TYPE)

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as principal ("Principal"),  
(Legal Name and Address)  
and \_\_\_\_\_ as surety ("Surety"), are held and firmly bound unto the  
(Legal Title and Address of Surety)  
CITY OF ATLANTA as Obligee ("Owner"), in the amount of \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an Agreement with the Owner bearing date of \_\_\_\_\_  
\_\_\_\_\_ and in the same monetary amount of this bond for:

\_\_\_\_\_ in accordance  
with drawings and specifications prepared by: \_\_\_\_\_ which said  
(Full Name and Title)

Contract and Task Order are incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all cost, expenses, damages, injury or loss to which said Owner may be subjected by reason of any negligent act or omission, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors, materialmen or employees, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- (1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner's right to do work, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work or to the specifications or drawings. In addition the Surety to this bond, for value received, hereby agrees to the provisions of the Agreement for increases in the penal amount of this bond and waives notice from the Owner of any such changes, as set forth in the Contract Documents.
- (2) If pursuant to the Contract Documents the Principal shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly perform this bond agreement in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner, within twenty-five (25) days after receipt of a declaration of default, of the Surety's election to either remedy the default or defaults promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction or each item of defective work, (c) the furnishing of each omitted item of work, and (d) the performance of the Contract. The Surety shall not assert its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the Contract.
- (3) It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
- (4) No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.
- (5) For the purposes of this bond, the name and address of the Authorized Agent of the Owner to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(6) Further, this bond shall be the Performance Bond furnished under O.C.G.A. §§ 36-91-70, et seq. and shall be subject to increase in the penal amount of the bond pursuant to such statutes of the Agreement.

APPROVED AS TO FORM:

CORPORATE NAME

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
PRESIDENT

ATTESTED TO BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CORPORATE SURETY**

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT (SIGN)

\_\_\_\_\_  
ATTORNEY-IN-FACT (TYPE)

***Attachment C; LEED Specifications***

## EQ Credit 4.1: Low-Emitting Materials: Adhesives & Sealants

### 1 Point

#### Intent

Reduce the quantity of indoor air contaminants that are odorous, irritating and/or harmful to the comfort and well-being of installers and occupants.

#### Requirements

All adhesives and sealants used on the interior of the building (defined as inside of the weatherproofing system and applied on-site) shall comply with the requirements of the following reference standards:

- ☐ Adhesives, Sealants and Sealant Primers: South Coast Air Quality Management District (SCAQMD) Rule #1168. VOC limits are listed in the table below and correspond to an effective date of July 1, 2005 and rule amendment date of January 7, 2005.

Architectural Applications	VOC Limit [g/L less water]	Specialty Applications	VOC Limit [g/L less water]
Indoor Carpet Adhesives	50	PVC Welding	510
Carpet Pad Adhesives	50	CPVC Welding	490
Wood Flooring Adhesives	100	ABS Welding	325
Rubber Floor Adhesives	60	Plastic Cement Welding	250
Subfloor Adhesives	50	Adhesive Primer for Plastic	550
Ceramic Tile Adhesives	65	Contact Adhesive	80
VCT & Asphalt Adhesives	50	Special Purpose Contact Adhesive	250
Drywall & Panel Adhesives	50	Structural Wood Member Adhesive	140
Cove Base Adhesives	50	Sheet Applied Rubber Lining Operations	850
Multipurpose Construction Adhesives	70	Top & Trim Adhesive	250
Structural Glazing Adhesives	100		
Substrate Specific Applications	VOC Limit [g/L less water]	Sealants	VOC Limit [g/L less water]
Metal to Metal	30	Architectural	250
Plastic Foams	50	Nonmembrane Roof	300
Porous Material (except wood)	50	Roadway	250
Wood	30	Single-Ply Roof Membrane	450
Fiberglass	80	Other	420
Sealant Primers	VOC Limit [g/L less water]		
Architectural Non Porous	250		
Architectural Porous	775		
Other	750		

- ☐ Aerosol Adhesives: Green Seal Standard for Commercial Adhesives GS-36 requirements in effect on October 19, 2000.

<b>Aerosol Adhesives:</b>	<b>VOC Weight [g/L minus water]</b>
General purpose mist spray	65% VOCs by weight
General purpose web spray	55% VOCs by weight
Special purpose aerosol adhesives (all types)	70% VOCs by weight

### **Potential Technologies & Strategies**

Specify low-VOC materials in construction documents. Ensure that VOC limits are clearly stated in each section of the specifications where adhesives and sealants are addressed. Common products to evaluate include: general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives.

---

## **EQ Credit 4.2: Low-Emitting Materials: Paints & Coatings**

### **1 Point**

#### **Intent**

Reduce the quantity of indoor air contaminants that are odorous, irritating and/or harmful to the comfort and well-being of installers and occupants.

#### **Requirements**

Paints and coatings used on the interior of the building (defined as inside of the weatherproofing system and applied on-site) shall comply with the following criteria:

- ☐ Architectural paints, coatings and primers applied to interior walls and ceilings: Do not exceed the VOC content limits established in Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
  - Flats: 50 g/L
  - Non-Flats: 150 g/L
- ☐ Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: Do not exceed the VOC content limit of 250 g/L established in Green Seal Standard GC-03, Anti-Corrosive Paints, Second Edition, January 7, 1997.
- ☐ Clear wood finishes, floor coatings, stains, and shellacs applied to interior elements: Do not exceed the VOC content limits established in South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, rules in effect on January 1, 2004.
  - Clear wood finishes: varnish 350 g/L; lacquer 550 g/L
  - Floor coatings: 100 g/L
  - Sealers: waterproofing sealers 250 g/L; sanding sealers 275 g/L; all other sealers 200 g/L
  - Shellacs: Clear 730 g/L; pigmented 550 g/L
  - Stains: 250 g/L

#### **Potential Technologies & Strategies**

Specify low-VOC paints and coatings in construction documents. Ensure that VOC limits are clearly stated in each section of the specifications where paints and coatings are addressed. Track the VOC content of all interior paints and coatings during construction.

---

## EQ Credit 4.3: Low-Emitting Materials: Carpet Systems

### 1 Point

#### Intent

Reduce the quantity of indoor air contaminants that are odorous, irritating and/or harmful to the comfort and well-being of installers and occupants.

#### Requirements

All carpet installed in the building interior shall meet the testing and product requirements of the Carpet and Rug Institute's Green Label Plus program.

All carpet cushion installed in the building interior shall meet the requirements of the Carpet and Rug Institute Green Label program.

All carpet adhesive shall meet the requirements of EQ Credit 4.1: VOC limit of 50 g/L.

#### Potential Technologies & Strategies

Clearly specify requirements for product testing and/or certification in the construction documents. Select products that are either certified under the Green Label Plus program or for which testing has been done by qualified independent laboratories in accordance with the appropriate requirements.

The Green Label Plus program for carpets and its associated VOC emission criteria in micrograms per square meter per hour, along with information on testing method and sample collection developed by the Carpet & Rug Institute (CRI) in coordination with California's Sustainable Building Task Force and the California Department of Health Services (DHS), are described in Section 9, Acceptable Emissions Testing for Carpet, DHS Standard Practice CA/DHS/EHLB/R-174, dated 07/15/04. This document is available at: [www.dhs.ca.gov/ps/deodc/ehlb/iaq/VOCS/Section01350\\_7\\_15\\_2004\\_FINAL\\_PLUS\\_ADDENDUM-2004-01.pdf](http://www.dhs.ca.gov/ps/deodc/ehlb/iaq/VOCS/Section01350_7_15_2004_FINAL_PLUS_ADDENDUM-2004-01.pdf). (also published as Section 01350 Section 9 [dated 2004] by the Collaborative for High Performance Schools [[www.chps.net](http://www.chps.net)]).

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## **EQ Credit 4.4: Low-Emitting Materials: Composite Wood & Agrifiber Products**

### **1 Point**

#### **Intent**

Reduce the quantity of indoor air contaminants that are odorous, irritating and/or harmful to the comfort and well-being of installers and occupants.

#### **Requirements**

Composite wood and agrifiber products used on the interior of the building (defined as inside of the weather-proofing system) shall contain no added urea-formaldehyde resins. Laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies shall contain no added urea-formaldehyde resins.

Composite wood and agrifiber products are defined as: particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores. Materials considered fit-out, furniture, and equipment (FF&E) are not considered base building elements and are not included.

#### **Potential Technologies & Strategies**

Specify wood and agrifiber products that contain no added urea-formaldehyde resins. Specify laminating adhesives for field and shop applied assemblies that contain no added urea-formaldehyde resins.

---

## EQ Credit 5: Indoor Chemical & Pollutant Source Control

### 1 Point

#### Intent

Minimize exposure of building occupants to potentially hazardous particulates and chemical pollutants.

#### Requirements

Design to minimize and control pollutant entry into buildings and later cross-contamination of regularly occupied areas:

- ☐ Employ permanent entryway systems at least six feet long in the primary direction of travel to capture dirt and particulates from entering the building at all entryways that are directly connected to the outdoors. Acceptable entryway systems include permanently installed grates, grilles, or slotted systems that allow for cleaning underneath. Roll-out mats are only acceptable when maintained on a weekly basis by a contracted service organization. Qualifying entryways are those that serve as regular entry points for building users.
- ☐ Where hazardous gases or chemicals may be present or used (including garages, housekeeping/laundry areas and copying/printing rooms), exhaust each space sufficiently to create negative pressure with respect to adjacent spaces with the doors to the room closed. For each of these spaces, provide self-closing doors and deck to deck partitions or a hard lid ceiling. The exhaust rate shall be at least 0.50 cfm/sq.ft., with no air recirculation. The pressure differential with the surrounding spaces shall be at least 5 Pa (0.02 inches of water gauge) on average and 1 Pa (0.004 inches of water) at a minimum when the doors to the rooms are closed.
- ☐ In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media prior to occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better. Filtration should be applied to process both return and outside air that is to be delivered as supply air.

#### Potential Technologies & Strategies

Design facility cleaning and maintenance areas with isolated exhaust systems for contaminants. Maintain physical isolation from the rest of the regularly occupied areas of the building. Install permanent architectural entryway systems such as grills or grates to prevent occupant-borne contaminants from entering the building. Install high-level filtration systems in air handling units processing both return air and outside supply air. Ensure that air handling units can accommodate required filter sizes and pressure drops.



*Attachment D; Available Temporary Storage Space*

## Available Temporary Storage Space

<b><u>Location</u></b>	<b><u>Description</u></b>	<b><u>Estimated Size</u></b>
<b>Atrium</b>	1 Space on Loading Dock	586 Square Foot
	1 Space on Loading Dock	200 Square Foot
<b>T – Gates</b>	1 Space	630 Square Foot
	1 Office Space (3 <sup>rd</sup> . Level South)	1,956 Square Foot
	1 Office Space (3 <sup>rd</sup> . Level South)	5,335 Square Foot
<b>Concourse A</b>	1 Space Ramp Level (center point)	120 Square Foot
<b>Concourse B</b>	1 Space Ramp Level (center point)	276 Square Foot
	1 Space Boarding Level	350 Square Foot
	(North near gate 34)	
<b>Concourse C</b>	1 Space Ramp (south)	432 Square Foot
	(in AirTran office area, south)	
	1 Space Ramp (center point)	485 Square Foot
	1 Space Ramp (near gate 13)	1,440 Square Foot
<b>Concourse D</b>	1 Space Ramp (center point)	320 Square Foot
<b>Concourse E</b>	1 Space Ramp (near gate 34)	2,630 Square Foot
<b>Concourse F</b>	1 Space AGTS Level	11,236 Square Foot

***Attachment E; Tenant Concept, Project Submittal Construction Guidelines  
H-JAIA Communications Infrastructure Standards Specifications***

# Tenant Concept, Project Submittal and Construction Guidelines

Manual: P&D Policies and Procedures

Procedure: 13-300

Effective Date: 12/12/08

Approved by: Tom Munn  
Director of Environmental & Technical Services

8/11/08  
Date

Approved by: Matt Davis  
Director of Planning

7/16/08  
Date

Approved by: [Signature]  
Director of Project Management

7/21/08  
Date

Approved by: Franklin Lee  
Director of Engineering

8/5/08  
Date

Released by: James L. Daniels  
Asst. General Manager – Planning & Dev.

8/12/08  
Date

Released by: D. P. Mully  
Asst. General Manager – Capital Projects

12/12/08  
Date

4/16/2008	Provide clarity to the procedure steps and add the appropriate forms.			
Last Revised Date	Description	Approved By		
Revisions				

## **1.0 PURPOSE**

The purpose of this procedure is to provide the Tenant with guidelines for submittal of a facility modification or construction project.

## **2.0 SCOPE**

This procedure applies to all Tenants (Airlines, Vendors, Department of Aviation (DOA) occupants & DOA etc.). The Tenant Concept, Project Submittal & Construction Guidelines were conceived and written to be general guidelines. Tenants/Contractors/Sub-contractors shall be responsible for remaining current on updates & revisions.

## **3.0 RESPONSIBILITIES**

3.1 Tenants and Leaseholders are responsible for:

- Submitting the required documentation with their proposed project;
- Constructing the project in accordance with the DOA approved submittal;
- Notifying the appropriate parties when revisions are necessary; and
- Obtaining required permits from appropriate agencies in accordance with P&D procedure 04-001, "Construction Permitting".

3.2 Document Control is responsible for receipt, processing, and transmitting the Project Submittal to the Director of the Engineering/Facilities or designee.

3.3 Director of Engineering/Facilities or designee is responsible for:

- Logging the submittal into the database;
- Initiating the review of the Tenant/Leaseholder project submittal;
- Obtaining approval/rejection from the reviewers;
- Obtaining the appropriate approval signatures; and
- Returning the package to the Tenant.

## **4.0 PROCEDURE**

4.1 Concept Submittal

4.1.1 Concept Submittals are required from all Tenants by the Department of Aviation. The Department of Aviation highly recommends the Tenant solicit guidance & approval on a conceptual design prior to incurring the expense of the concept design.

4.1.2 The tenant shall utilize P&D procedures 04-300, "Design Guidelines" and 04-200, "CADD Standards" as the design guidelines.

4.1.3 All concession related projects must begin the review process through Department of Aviation Concessions Management. Upon approval to proceed from Concessions Management, concession construction projects must follow this procedure for Department of Aviation Planning and Development review.

4.1.4 Projects that affect the Art Program shall use this procedure and 03-350, "Art Program".

- 4.1.5 Projects that require a Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction or Alteration", shall use this procedure and 03-100, "Monitoring Construction or Alteration Affecting Air Navigation".

## 4.2 Project Submittal

- 4.2.1 Tenants/leaseholders are responsible for submitting the complete project submittal including all supporting documentation (DOA required forms, drawings, specifications, etc.) to DOA Engineering via the DOA Bureau of Planning and Development (P&D) Document Control located at 1255 South Loop Road, College Park Georgia, 30337, during normal business hours of 8:00am – 5:00pm. All submittals received after 2:00pm will be processed on the next business day.
- 4.2.2 The submittal shall include the following as a minimum:
  - 4.2.2.1 Two (2) original copies of the H-JAIA Tenant Concept, Project Submittal and Construction Guidelines Acceptance Agreement (Appendix B);
  - 4.2.2.2 One (1) DOA Scope of Work Form (Appendix C);
  - 4.2.2.3 One (1) DOA Tenant Project Review Comment Log Sheet (Appendix D);
  - 4.2.2.4 One (1) DOA Spatial Data License Agreement, if required (see P&D procedure 03-800, Spatial Data License Agreement");
  - 4.2.2.5 Five (5) sets consisting of three (3) full-sized sets and two (2) half-sized sets of plans and specifications signed and sealed by a Professional Engineer or Registered Architect with a Georgia Seal; and
  - 4.2.2.6 Two (2) electronic copies of the PDF version of plans and specifications.
  - 4.2.2.7 One (1) electronic AutoCADD version of plans.
- 4.2.3 Following is a list of items that the tenant should, as a minimum, include in Appendix C:
  - 4.2.3.1 Detailed project description that clearly identifies the scope of the project;
  - 4.2.3.2 Project Start and End Date. Details about any phases, including demolition and construction when appropriate;
  - 4.2.3.3 Staging, lay down, or storage areas to be used;
  - 4.2.3.4 Identify need for DOA Staging Area(s) if necessary. A separate request for Staging Area approval will be needed for this item as required in P&D procedure 03-550, "Logistics Planning";
  - 4.2.3.5 Work times;
  - 4.2.3.6 Contractor parking needs and locations;
  - 4.2.3.7 Identify area surrounding project and any possible impacts to other tenants, operations, or the general public;

- 4.2.3.8 Planned material delivery and debris removal times
- 4.2.3.9 Intended haul routes for material delivery and debris removal. This will need to include gates, roads, doorways, hallways, stairwells, and elevators to and from the job site within the area of H-JAIA.
- 4.2.3.10 Dumpster locations
- 4.2.4 Tenant/leaseholders are responsible for electronically submitting the DOA Tenant Project Review Comment Log Sheet (Appendix D) to the DOA Facilities Department at ([DOA.Facilities@Atlanta-Airport.com](mailto:DOA.Facilities@Atlanta-Airport.com)) with-in twenty-four (24) hours after delivery of a Project submittal to the P&D Document Control.
- 4.2.5 Tenants are prohibited from allowing contractor/designers to act on their behalf.
- 4.3 Project Review
  - 4.3.1 P&D Document Control shall process the Tenant Project Submittal in accordance with P&D procedure 02-126, "Document Control Processing Functions & Submitting/Retrieving Documents".
  - 4.3.2 P&D Document Control shall deliver the Tenant Project Submittal to the P&D Director of Engineering/Facilities or designee.
  - 4.3.3 The Director of Engineering/Facilities or designee is responsible for logging the submittal into the appropriate database.
  - 4.3.4 The Director of Engineering/Facilities or designee shall initiate a thorough review with the appropriate discipline leads and divisions to ensure compatibility with existing facilities and H-JAIA systems (see Appendix A).
  - 4.3.5 The Director of Engineering/Facilities or designee shall schedule and chair all necessary meetings.
  - 4.3.6 The Director of Engineering/Facilities or designee shall sufficiently coordinate and assure communications through all phases to minimize impacts on other airport tenants and airport operations.
  - 4.3.7 P&D Planning and Design shall ensure compliance with Airport signage and way finding in accordance with P&D procedure 13-010, "Airport Signage and Graphics".
  - 4.3.8 The review comments by the discipline leads and divisions as noted on Appendix A or by those directed by the Director of Engineering/Facilities shall be placed on the DOA Tenant Project Review Comment Log Sheet (Appendix D), then saved to the project folder as directed by the Director of Engineering/Facilities or designee.
  - 4.3.9 The P&D Director of Engineering/Facilities shall prepare a cover letter for the Tenant Project Submittal package. The reviewed project submittal shall be marked and returned with the one of the following:
    - 4.3.9.1 Approved as submitted;
    - 4.3.9.2 Approved with exceptions noted;

- 4.3.9.3 Revise and Resubmit; or
- 4.3.9.4 Rejected. The rejected project will have a written explanation.
- 4.3.10 When the package is ready for transfer to the tenant, the P&D Director of Engineering/Facilities shall assure the stamping of the drawings and specifications and acquire the necessary signatures. The package will be processed through Document control as required, logged out of the database, and returned to the tenant.
- 4.4 Project Permitting through Bureau of Buildings
  - 4.4.1 Upon approval by The Department of Aviation a project must be submitted by a Tenant to The City of Atlanta, Bureau of Buildings for Review & Permitting.
  - 4.4.2 The Bureau of Buildings WILL NOT review a submittal for modifications, alterations or other construction related projects unless the project has been stamped and signed by The Department of Aviation Planning & Development Assistant General Manager or designee.
  - 4.4.3 A permit from The Bureau of Buildings does NOT Authorize a Tenant's Contractor to proceed with construction. Tenant must first request a pre-construction meeting with Department of Aviation Facility Management Group ([DOA.Facilities@Atlanta-Airport.com](mailto:DOA.Facilities@Atlanta-Airport.com)) in order to receive a "Notice to Proceed" to begin construction.
- 4.5 Construction
  - 4.5.1 All approved projects must be constructed in accordance with the Approved Project Submittal to include corrections to any exceptions noted.
  - 4.5.2 Any deviation from the approved project must be re-submitted to DOA Planning & Development for review and approval as noted in section 4.3.
  - 4.5.3 For Security Purposes, any tenant requesting drawings of the Central Passenger Terminal Complex will be required to submit a completed Spatial Data License Agreement in accordance with P&D procedure 03-800, "Spatial Data License Agreement". For more information, the tenant shall contact the DOA Facilities group via [DOA.Facilities@Atlanta-Airport.com](mailto:DOA.Facilities@Atlanta-Airport.com).
  - 4.5.4 The Tenant's Contractor shall ensure compliance with:
    - 4.5.4.1 Airport operations requirements and regulations, including Security Identification Display Area (SIDA) badging, Customs Seals, Airport Drivers Training, and Security Plans. Contact DOA Security at (404) 530-6667 for all security items.
    - 4.5.4.2 All applicable building codes and state and local laws, regulations and ordinances.
    - 4.5.4.3 Federal Aviation Administration (FAA) advisory circulars, orders, and other applicable FAA directives.
    - 4.5.4.4 Airport construction guidelines (Appendix E), and



4.5.4.5 City and State requirements for contractor licensing and bonding, and with permit requirements of all other governmental agencies having jurisdiction.

4.5.5 The Tenant's Contractor shall provide at project completion all as-built documentation in hard copy and electronic (CADD) formats in accordance with P&D procedures 04-300, "Design Guidelines" and 04-200, "CADD Standards".

## **5.0 DOCUMENTATION**

All documentation shall be processed in accordance with P&D procedure 02-126, "Document Control Processing Functions & Submitting/Retrieving Documents".

## **6.0 REFERENCES**

P&D 02-126	Document Control Processing Functions & Submitting/Retrieving Documents
P&D 03-100	Monitoring Construction or Alteration Affecting Air Navigation
P&D 03-350	Art Program
P&D 03-550	Logistics Planning
P&D 03-800	Spatial Data License Agreement
P&D 04-001	Construction Permitting
P&D 04-200	CADD Standards
P&D 04-300	Design Guidelines
P&D 13-010	Airport Signage and Graphics

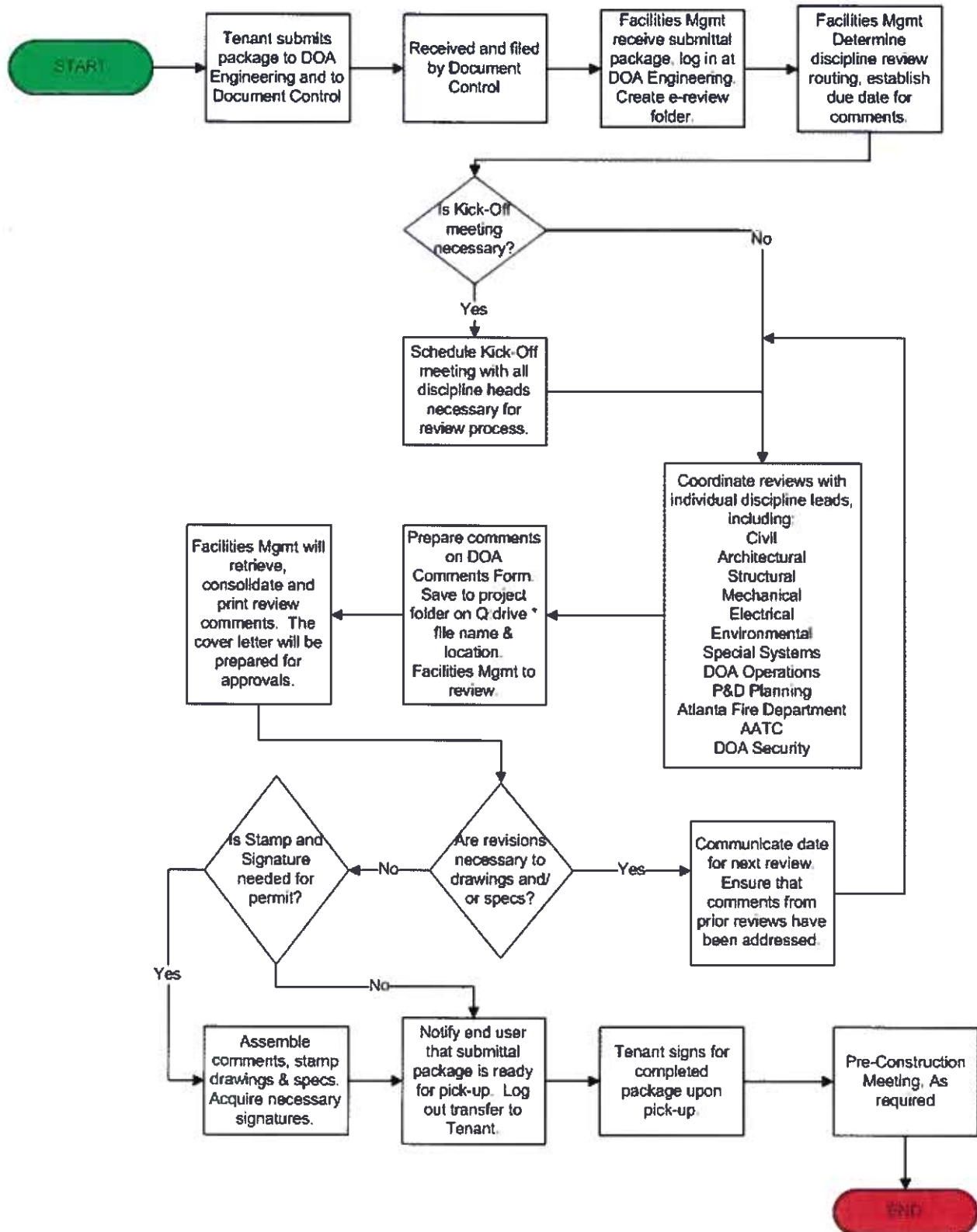
## **7.0 APPENDICES**

Appendix A	Review Process Flowchart
Appendix B	H-JAIA Tenant Concept, Project Submittal and Construction Guidelines Acceptance Agreement
Appendix C	DOA Scope of Work Form
Appendix D	DOA Tenant Project Review Comment Log Sheet
Appendix E	Airport Construction Guidelines

## **Appendix A**

# **Review Process Flowchart**

DEPARTMENT OF AVIATION  
BUREAU OF PLANNING & DEVELOPMENT  
Engineering Drawing & Specification Review Process



## **Appendix B**

# **H-JAIA Tenant Concept, Project Submittal and Construction Guidelines Acceptance Agreement**



## Tenant Concept, Project Submittal and Construction Guidelines acceptance agreement

PROJECT NAME: \_\_\_\_\_  
 PROJECT LOCATION: \_\_\_\_\_  
 TENANT/ENTITY NAME: \_\_\_\_\_

RECEIPT AND ACCEPTANCE OF THE CONDITIONS IDENTIFIED IN THIS DOCUMENT ARE  
 ACCEPTED AND AGREED TO BY THE TENANT UPON RECIPT BY THE ASSISTANT  
 GENERAL MANAGER OF PLANNING AND DEVELOPMENT WITH THE DEPARTMENT OF  
 AVIATION OF THIS FORM ATTACHED WITH A SUBMITTED PROJECT

**Please note the Tenant must sign this document; the Department of Aviation will not accept this  
 document from the Tenant's contractor.**

*Requestor should submit any supporting documentation necessary to fully explain the purpose of your  
 Project. This can include sketches, drawings, specifications and other material to provide the Department  
 of Aviation a clear understanding of your project. The supporting documentation should include, but not  
 be limited to (as applicable):*

1. <b>Floor Plan</b>	2. <b>Electrical Impact</b>
3. <b>HVAC Impact</b>	4. <b>Plumbing Impact</b>
5. <b>Fire Protection Modifications</b>	6. <b>Security Plan</b>
7. <b>Life Safety Modifications</b>	8. <b>NLVR/Roadway Plan</b>
9. <b>Building Management System</b>	10. <b>Emergency Egress Plan</b>
11. <b>Non DOA Standard Finishes</b>	12. <b>Staging/Phasing/Logistics Plan</b>
13. <b>Access Change Public/Employee</b>	14. <b>Voice Communications Plan</b>
15. <b>Lighting Impact</b>	16. <b>Data Communication Plan</b>
17. <b>Signage Plan/Impact</b>	18. <b>Storm water Impact</b>
19. <b>Emergency Power Plan</b>	20. <b>Miscellaneous</b>

The information as described in the Department of Aviation Tenant Concept, Project Submittal and  
 Construction Guidelines has been reviewed and accepted by

\_\_\_\_\_  
 (Tenant / Owners Name)

Tenant/Owner/Agent has agreed to the conditions, guidelines, rules and regulations as described in this  
 document and have authorized

\_\_\_\_\_  
 Tenant's Agent

the authority to sign this agreement to allow listed Project to proceed.

Tenant/Owner/Agent	
	<i>Print Name</i>
Tenant/Owner/Agent	
	<i>Signature</i>
Date	

## **Appendix C**

### **DOA Scope of Work Form**

USE THE ATTACHED DEPARTMENT of AVIATION COVER LETTER FORMAT FORM for PROJECT REVIEW/SUBMITTAL REQUEST for APPROVAL or PERMITTING with the CITY of ATLANTA BUREAU of BUILDINGS. REVIEW REQUIRED for ALL CONSTRUCTION in or on City of Atlanta Department of Aviation (DOA) Properties (e.g., *Concessions Build out/Remodel, Signage, Furniture, Fixtures, Equipment, New Building, Remodeling, etc.*)



## Department of Aviation Scope of Work Form

DATE SUBMITTED:

PROJECT NAME:

PROJECT LOCATION:

TENANT/ENTITY NAME:

TENANT/ENTITY ADDRESS:

CONTACT NAME:

PHONE:

EMAIL:

**PROJECT DESCRIPTION:**

(DESCRIPTION OF PROJECT)

### **GENERAL ITEMS:**

1. The work under this agreement shall be completed according to all applicable local, state, national and federal regulations, ordinances, codes and laws.
2. Contractor and all sub-contractors are required to comply with City of Atlanta/Department of Aviation Safety Policy.
3. Contractor and all sub-contractors are required to comply with City of Atlanta/Department of Aviation Environmental Programs.
4. Contractor and all sub-contractors are requested to comply with City of Atlanta/Office of Contract Compliance guidelines.


### **PROJECT SPECIFIC ITEMS:**

- A. (LIST ALL PROJECT SPECIFIC TASKS HERE)

## **Appendix D**

### **Project Review Form**



 Hartsfield-Jackson Atlanta International Airport	<b>Department of Aviation - Tenant Project Review Comment Log Sheet</b>	<b>Cover Sheet</b>															
<b>PD Code:</b>		<b>PD-08-XXX-Rx</b>															
<b>Project Title:</b>																	
<table border="1"><thead><tr><th colspan="2">Dates</th><th>P&amp;D Contact</th></tr></thead><tbody><tr><td>Project Received:</td><td></td><td>Facility Manager:</td></tr><tr><td>Comments Returned:</td><td></td><td>Phone Number:</td></tr><tr><td>Responses Received:</td><td></td><td>Email Address:</td></tr><tr><td>Review Complete:</td><td></td><td></td></tr></tbody></table>			Dates		P&D Contact	Project Received:		Facility Manager:	Comments Returned:		Phone Number:	Responses Received:		Email Address:	Review Complete:		
Dates		P&D Contact															
Project Received:		Facility Manager:															
Comments Returned:		Phone Number:															
Responses Received:		Email Address:															
Review Complete:																	
<p><b>Responses/Action Taken</b> must be given for all comments. Responses to all comments must either state concurrence with comment and action to be taken or reason for non-concurrence with comment.</p> <p>Acceptance/Response statements and Open/Closed are intended to document Reviewers concurrence to responses.</p> <p>Note: An updated Construction Cost Estimate and Project Schedule should accompany all submittals.</p>																	
<b>Additional Notes:</b>																	
<div></div>																	
Document Revision #: 20080418																	

# **Appendix E**

## **Airport Construction Guidelines**

## PROPERTY AND CONCESSIONS CONDITIONS

1. Executed Agreement: That the Lessee/Concessionaire shall not undertake any work upon the premises until and unless a Lease, Permit, Consent to Assignment of Lease/Permit \*\* (or) \*\* Concession Agreement, License Agreement or Consent to Assignment of Agreement\*\* covering the property upon which the construction is to be performed has been fully executed by all the parties. For additional information call DOA Properties @ (404) 530-6600 or DOA Concessions @ (404) 209-2100
2. Sublease: That an executed copy of your sublease agreement with current leaseholder has been submitted with the project submittal to HJAIA and that Sublessee shall not undertake any work upon the premises until and unless a Consent to Sublease covering the property upon which the construction is being performed has been fully executed by all the parties (Lessee, Sublessee, and HJAIA) prior to construction.
3. No Reimbursements: None of the costs incurred for this construction shall be reimbursable by HJAIA, through rent credits or any other means, unless otherwise stipulated in your Lease agreement or specifically detailed under a separate Construction Reimbursement Agreement.
4. Vacant Property/Lease space: Lessee/Concessionaire/Tenant shall maintain all vacant, unused or abandon space in their Lease agreement per DOA standards including but not limited to Life Safety, Security, BMS, Cleanness, Demising walls for integrity & finishes.

## ENVIRONMENTAL CONDITIONS

5. Tenant shall adhere to the best management practices described in the current edition of the Department of Aviation's *Tenant Environmental Compliance Guide*. Additionally, at a minimum, Tenant shall comply with all regulations described in the guide and its appendixes. Tenant shall provide to the Director of Engineering copies of all project-specific mitigation, spill/emergency response, and hazardous management plans, where applicable, for approval prior to starting work. Also, Tenant shall provide to the Director of Engineering copies of all required environmental permits prior to starting work. For additional information call DOA Environmental at (404) 530-5500

## FIRE DEPARTMENT & PERMIT CONDITIONS

6. EPA/EPD Fire Department Permits: Tenant shall fulfill all other requirements of the City of Atlanta Fire Department (AFD). This includes obtaining the required EPA/EPD Permits for tank registration, installation, and/or removal, and may also include requirements for submittal of a Hazardous Business Plan, to obtain Hazardous Disclosure Certificates, and for annual renewals which are administered by the EPA/EPD. Tenants Contractor or Sub-contractor can request information on additional permit DOA/AFD permits (welding, cutting, etc.) by contacting the Inspection Division of AFD at (404) 530-6639. Copies of the permits shall be provided to HJAIA's Engineering and Project Management Division prior to the start of construction. Evidence of a current business plan shall be filed with the Engineering and Project Management Division within 30 days of tank installation. For additional information call the DOA Fire Department at (404) 530-6639.

## TELECOMMUNICATIONS CONDITIONS

7. Submittals: Work/ Projects require DOA/HJAIA approval and all submittals shall follow same process and policies: Tenant shall submit all information technology (IT) plans for upgrades and new installation as required to the DOA, P&D Division of HJAIA. for review. For additional information contact DOA ISD Group at (404) 209-4080

8. Permission: Tenant has permission to install, modify, and add IT facilities and services within the leasehold or assigned area as submitted in their construction approval request. That Tenant shall not install IT facilities or services outside of Tenant's leasehold or assigned area except as given separate specific written permission by the DOA, P&D division of HJAIA .
9. Wireless: That you shall not install or contract to install or use any licensed or unlicensed radio or wireless systems, including IEEE 802.11 and Bluetooth technologies, unless given separate specific written permission by the DOA, P&D division of HJAIA. You shall not install any antennas except as given separate specific written permission by HJAIA, whereby you agree to install according to HJAIA policies and standards.
10. HJAIA Facilities: That you shall not utilize HJAIA IT facilities or services, nor shall you use existing non-Tenant IT facilities or services, except as given separate specific written permission by HJAIA ISD, whereby you agree to install according to HJAIA ISD standards.
11. Interference: That you shall not cause interference in any form - physical, non-physical, operational, electrical, or electronic. That you shall reimburse HJAIA for all costs and expenses related to investigation and corrective measures resulting from interference.
12. Demarcation: That you shall not establish a Minimum Point of Entry (MPOE) as defined by the Georgia Public Utilities Commission, the Federal Communications Commission, Local Exchange Carriers, and/or other IT service providers, in the Tenant leasehold area or non-leasehold areas. The location of all MPOE's on HJAIA property is subject to change by HJAIA with proper notification and coordination with respective Tenants.
13. Resale: That you shall not sell, lease, or trade IT facilities or services to other HJAIA Tenants without prior express written consent from the HJAIA Assistant General Manager.
14. Compliance: That you shall perform all IT work in compliance with all applicable codes, regulations, and standards, including the following: HJAIA, the City of Atlanta, the Transportation Security Administration, the Federal Aviation Administration, the Federal Communications Commission, the National Electric Code, the National Electrical Safety Code, the Electronic Industry Association and the Telecommunications Industry Association.
15. Documentation: That you shall submit as-built plans identifying all IT facilities and services installed outside of Tenant leasehold or assigned area. All drawings shall be submitted in both hardcopy and in current AutoCAD release, and HJAIA shall have the right and capability to manipulate such drawings.
16. Identification: That you shall label all IT facilities and equipment installed outside of your leasehold or assigned area to identify owner, contact information, and date installed.

## TECHNICAL CONDITIONS

17. Tenant shall adhere to the best management practices described in the current edition of the Department of Aviation's *Electrical Compliance Guide*. Additionally, at a minimum, Tenant shall comply with all regulations described in the guide and its appendixes. Tenant shall provide to the Director of Engineering copies of all project-specific plans, where applicable, for approval prior to starting work.
18. Utility Meters: Tenant/Concessionaire shall install private utilities meters as outlined in your \*\* Agreement type \*\* (***must confirm condition is included in lease agreement***) and that a complete listing of meter numbers and locations (room numbers) shall be provided to DOA and AATC upon the completion of the project.

19. Electrical Sub meters: Tenants shall install tenant utility sub meters in HJAIA main Electrical room or in a HJAIA designated location. Meter shall be of the Digital type that reads Kilo-Watt-Hour/demand and must be approved by P&D Engineering.
20. Electrical Power: Power utilization, itemized load & total load requirements to include the electrical circuit source must be identified and approved by the DOA Electrical Engineering Group and comply with National Electrical Code. If unauthorized connection to a power source is identified the unauthorized connection may be de-energized by the DOA for safety reasons.
21. Conduit: That any and all conduit shall be concealed from public view unless otherwise approved in writing by DOA/HJAIA, conduit can be no less than ¾" EMT, utilizing a minimum of compression type connectors, metal boxes and the support system must be maintained to structure or per national electric code as directed by the DOA.
22. Ramp Lighting: That a photometric layout of the ramp area, showing proposed lighting levels shall be submitted to HJAIA for review and approval prior to the start of construction. All ramp areas shall have a minimum illumination level of one (1) foot-candle with a Uniformity Ratio of 4 to 1. Light fixtures shall be designed such that potential interferences with airfield operations are minimized. All ramp lights shall pass a nighttime burn test before they are put into service. This burn test must be scheduled and coordinated with the Airfield Operations Section.
23. Underground Utility Detection: That all underground utility conduits shall have a minimum cover of 18" and shall have identifying detectable conductor placed in the trench above the conduit. The detection tape shall be made of metalized foil laminated between two layers of inert plastic film, 6 inches wide and a minimum of 4.5 mils thick.

That tape shall bear a continuous printed message to conform to the utility within the trench and shall use the following color-codes.

Safety Red	Electric and lighting conduit and cables
Safety Yellow	Gas, oil, steam, petroleum, or gaseous materials
Safety Orange	Telephone, alarm, or signal cables and conduit.
Safety Blue	Potable water or irrigation
Safety Green	Sewer or drain lines

The detection tape shall be placed directly above and reasonably horizontal for the full length of the conduit. For conduits with less than 4 feet of cover, install tape 4 to 18 inches below the sub grade surface and at least 12 inches above the conduit.

24. Penetration of Floor Slabs: That Tenants Contractor/Sub-contractor shall scan all floor slabs and perform due diligence prior to any drilling, core drilling, embedding or demolition of any conduits and other utility lines. Maintaining the structural integrity around a penetrations shall be the responsibility of the Tenant/Contractor or Sub-contractor.
25. Abandon Penetrations: Tenants Contractor shall cover any new, existing or abandon slab penetrations (floor/Ceiling) at all times during construction. All Abandon penetrations shall be filled per DOA standards and maintain structural integrity and compliance with local regulations and codes.

26. Signage: That any proposed signage or graphics shall be the subject of a separate request for approval by DOA Signage & Graphics/HJAIA prior to fabrication or installation. Such request shall include complete installation details showing letter style and size, sign dimensions, and specifications describing materials and color. Signs shall be in accordance with and be approved by HJAIA Sign Code or similar related criteria adopted by HJAIA. Approved tenant improvement projects do not constitute approved signage or graphics.
27. Materials Samples/ Colors: That all finish material samples and colors shall be furnished to the DOA P&D Department for review and approval for any space private, public/Common use.
28. Materials/ Finishes: That all materials and finishes shall comply with and be approved by DOA P&D Department and meet or exceed all applicable codes and regulations for any space private, public/Common use.
29. Minimum Height: That all new wall-mounted light fixtures, televisions, and other design elements, which extend past the finish face of the wall, and are within the circulation area, shall have a minimum 7' – 4" clearance to finished floor and be approved by HJAIA before installing.
30. Access Control and Alarm Monitoring System (SACS/ACAMS): Tenant shall install any and all access control and alarm monitoring systems (SACS/ACAMS) equipment as specified by HJAIA and is consistent and compatible with HJAIA's existing SACS/ACAMS. Shop drawings for these systems shall be submitted to HJAIA security for approval prior to their installation. Notice shall be given to the all HJAIA Departments as required at least 48 hours prior to disturbing the existing SACS/ACAMS system.
30. Tenant shall adhere to the best management practices described in the current edition of the Department of Aviation's *Mechanical Compliance Guide*. Additionally, at a minimum, Tenant shall comply with all regulations described in the guide and its appendixes. Tenant shall provide to the Director of Engineering copies of all project-specific plans, where applicable, for approval prior to starting work.
31. LEED: Passenger buildings and structures shall be LEED (Leadership in Energy and Environmental Design) Certified for New Construction and Renovations. The Level of LEED Certification will be evaluated on a project by project basis. However, the intent is to provide all facilities with the highest level LEED certification attainable.
32. Building Management Systems (BMS) / Fire Suppression and Life Safety Systems: All submittals shall follow the same process and policies.
  - 32.1 This package shall contain plans, engineering drawings and scope of work, proposed location of new devices, sequence of operations, and a construction schedule.
  - 32.2 That all BMS, Fire Suppression and Life Safety Systems, will be like & consistent with existing current systems and devices operating within HJAIA to include addition of monitoring display (graphics) information as required.
  - 32.3 That all Fire Suppression and Life Safety field devices, conduits and J-Boxes must be painted "red" and labeled to assist personnel in quickly identifying Fire/Life Safety system devices. No conduits; j- boxes and devices may be attached to partition walls.
  - 32.4 The Fire Suppression and Life safety schematics and sequence of operation, located in the control monitoring center, must be updated after any construction.
  - 32.5 That any necessary communication software and/or hardware needed to maintain the BMS, Fire Suppression and Life Safety equipment shall be supplied to HJAIA.

- 32.6 That HJAIA shall maintain all rights to programs and data generated. The term "program" means all software and hardware generated and/or written to operate the BMS, Fire Suppression and Life Safety System. Copies of new upgraded software shall be supplied electronically and by hard copy. The term "data" means all new and existing Fire and Heating, Ventilation, and Air Conditioning (HVAC) points migrated from the field devices to the existing BMS to include graphics. Field devices include all the existing and future Direct Digital Controllers (DDC), Field Processing Units (FPU), Field Interfaces, and all addressable fire points.
- 32.7 That demolition of BMS, Fire Suppression and Life Safety equipment during construction may only occur, provided that P&D review approval is granted and AATC has been notified and approval granted in the required advance notice.
- 32.8 If due to construction, it is evident that a portion of the Fire Suppression and/or Life Safety System will be off-line, a list of devices, their addresses, and a map of the area impacted will be furnished to AATC in the form of a shut down request. Immediately before a portion of the Fire Suppression and/or Life Safety System is inoperative, implementation of a fire watch to comply with HJAIA and AATC requirements shall be in place, at no cost to HJAIA. This fire watch shall remain in place until successful testing of the Fire Suppression and/or Life Safety System is completed. P&D and AATC shall be notified and approval granted before cancellation of a fire watch.
- 32.9 It is the responsibility of tenant's Contractor to maintain all fire suppression/life safety and emergency egress systems during construction. Tenant's Contractor shall provide and/or maintain temporary illuminated egress lighting and exit signs connected to emergency back-up power throughout the affected areas under construction.
33. Backfilling: Projects requiring HJAIA approval and all submittals shall follow same process and policies: All underground infrastructures shall be inspected and approved by The City of Atlanta Bureau of Buildings or HJAIA Inspector prior to being backfilled. All underground utilities shall require a "plan and profile" to be submitted for review.
34. Driveways, Curbs, & Gutters: Projects requiring HJAIA approval and all submittals shall follow same process and policies: All driveways, curbs, and gutters shall be constructed in accordance with HJAIA Standards and inspected.
35. Cranes: That no crane may be utilized in drilling the soil test holes without the express permission of the HJAIA Inspector. If such permission is granted, the crane height shall be coordinated through the FAA 7460 process to ensure proper coordination with FAA, DOA Planning and DOA Operations.
36. FAA Notification: Approval shall be obtained from the Federal Aviation Administration for the use of any equipment exceeding 15 feet in height. Federal Aviation Administration Form 7460-1 shall be completed, together with a drawing showing the location, type, and height of the equipment submitted to DOA Planning for coordination with FAA and DOA Operations.
37. Airside Pavement Striping: The Airlines will coordinate all gate pavement striping to ensure compliance with applicable FAA Advisory Circulars. Striping plans and aircraft parking plans must be submitted to DOA P&D Department for review. This review will be conducted by the Department of Aviation Airfield Planning Manager Sr.

38. Hold Harmless: Tenant shall defend, indemnify, and save harmless the City of Atlanta and all its officers, agents, and employees from all suits, actions, or claims of any character, name, or description brought for, or on account of, any injuries or damages received or sustained by any person, persons, or property arising out of, or based upon, any event or condition occurring or existing as a result of the construction hereby approved during the course of construction, or at any time following completion thereof. (**\*\*\*must be included in each construction approval.**)
39. Liability Insurance: Tenant Contractor shall provide liability insurance as defined for the Insurance Requirements.  
(**\*\*\*must be included in each construction approval.**)
40. Labor and Material Bond: That before beginning work tenant's Contractor shall comply with the requirements of the Tenant's Agreement by securing a Labor and Material Payment Bond in the amount of fifty percent (50%) of the construction contract price.
41. Mechanic's Liens: That no mechanic's or materials' lien shall be permitted to be attached to the installation or the land on which it is located during or after construction.
42. Logistics Information: Material and equipment storage to include staging requirements require a full logistic plan. The plan shall conform to all DOA logistics guidelines. For additional information contact DOA Logistics @ (404) 530-5500
43. Airfield Security: Tenant shall coordinate with the Airport security, for required airfield security in connection with this project. For additional information contract DOA Security @ (404) 530-6667
  - 43.1 TENANT'S CONTRACTOR shall identify all construction vehicles, including Sub-contractors, in a manner as required by DOA/HJAIA Department of Aviation Security that is consistent with Transportation Security Regulations (TSR).
  - 43.2 All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. MAGNETIC SIGNS ARE PROHIBITED FROM USE IN THE AOA.

#### **Protocols for Escorting**

- 43.3 Escorting is limited to a valid ATL/SIDA badged employee of a Tenant/Contractor or Subcontractor with approved DOA escorting privileges on their ATL badge .
- 43.4 An escorting request form shall be submitted to DOA Security by the Contractor or Subcontractor and approved by a DOA Security Manager a minimum of 24 hours prior to a required escort. The ATL/SIDA badged employee performing the escort for the Tenant/Contractor or Sub-contractor shall perform no other services/duties during the escort.
- 43.5 All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.
- 43.6 Tenant/Contractor/Sub-contractor with a valid ATL badge and DOA approved escorting. Authorization may escort employees of a Sub-contractor to a work site, escorting shall not exceed five (5) unbadged employees per one (1) ATL/SIDA badged employee with escorting privileges. Once at the approved work site authorized ATL/SIDA badged employees of the Tenant/Contractor or Sub-contractor with escorting privileges on their ATL badge shall supervise the unbadged Sub-contractors at all times.
- 43.7 Tenant/Contractor or Sub-contractor requiring (3) three escorts for a specific Project shall request ATL/SIDA badging.



**Construction Contracts within Sterile Area (Terminal or Concourses)**  
**Highest level of Security required.**

- 43.8 All personnel (badged or escorted) must have a valid ATL badge or employee photo ID displayed on the outermost garment, waist high or above at all times. The employee badge must contain the employee's name, Contract or Sub-contractor name. All escorted personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.
- 43.9 Maximum vehicular escort—one (1) approved Tenant/Contractor/Sub-contractor marked Vehicle when operated by a badged employee of the Tenant/Contractor/Sub-contractor with escorting privileges is permitted to escort no more than two (2) vehicles at (1) one time.
- 43.10 All vehicles requiring escort must access and egress the AOA through a pre-approved HJAIA/DOA security gate. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.
- 43.11 All escorted vehicles must obtain an escort permit, valid for up to ten (10) hours, at Gate 59. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.
- 43.12 In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 59 to obtain a time limit extension to complete work in the AOA secure or sterile area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances. No other non-badged sub-contractor/personnel may be left at work site during this time without the required escort.
- 43.13 If escorting of non-badged Contractor or sub-contractor is required, an approved sponsor agency (Tenant, Contractor, DOA, AATC, HACM, H-JCM, Tenant, Contractor or Sub-contractor, etc.) must perform full time escorting. An Escort Request Form must be submitted too and approved by DOA Security a minimum of 24 hours in advance of required escort. For additional information contact DOA Security @ (404) 530-6667
- 43.14 For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses) a tool inventory must be conducted daily by the Prime Contractor or designated representative. A copy of this inventory should be provided to a DOA Facilities manager, construction manager or project manager for verification if requested. In general, tools will not be allowed to pass through the checkpoint area.

## GENERAL CONDITIONS

**Notification:** Notice shall be provided to Department of Aviation Facility Management Group & P&D Engineering on all projects or construction being performed at HJAIA.

In addition the following must be notified:

- Projects on Terminals D South or E Concourse notify TBI @ (404) 530-2021
- All Terminal Projects notify Terminal Operations, telephone (404) 530-2021.
- For all Airfield Projects notice shall also be given to the HJAIA Airfield Operations Division, telephone (404) 530-6620, at least Seventy-Two (72) hours before any personnel or materials are moved onto HJAIA property.

Tenant and Contractor shall comply at all times with any and all oral and/or written instructions issued by the above HJAIA representatives regarding the following on HJAIA property:

TENANT'S CONTRACTOR SHALL INSTALL AN APPROVED DOCUMENT DISPLAY DEVICE OUTSIDE THE CONSTRUCTION WALL (DOOR OR WALL) PROVIDING THE FOLLOWING INFORMATION

- (A) TENANT'S NAME & CONTRACT INFORMATION
- (B) CONTRACTOR'S NAME & CONTACT INFORMATION
- (C) APPROVED PROJECT START DATE
- (D) APPROVED PROJECT COMPLETION DATE
- (E) APPROVED HOURS OF OPERATION

### **Protocols for Contractor's Support Equipment**

Tenant's Contractor shall request permission and register all support vehicles (cars and trucks) and construction equipment (lifts, forklifts, work boxes, trash dumpsters, etc.) operating on the HJAIA premises during a Project. Approved vehicles shall display operating certificate inside vehicle front window at all times. All support equipment will require an identification tag and shall be attached to equipment at all times. Operating certificates and identification tags must be obtained from DOA Landside Operations at (404) 209-4142. Unapproved vehicles and equipment will be subject to removal by the DOA at the expense of the Tenant/Contractor.

#### **44. Contractor Information**

- 44.1 Tenant's Contractor shall be responsible for ensuring all necessary AOA badging and associated training is current for all employees of Contractor and Sub-contractors.
- 44.2 Doors or openings through security barriers or partitions shall be maintained secured 24 hours a day. If the doors or openings are unlocked, properly badged or authorized Contractor provided Personnel shall maintain doors under continuous control observation.
- 44.3 Tenant's Contractor must ensure that all tools and construction materials are fully secured at all times to prevent all passengers or unauthorized persons from gaining access to them beyond security checkpoints and security screening areas or in the CPTC.
- 44.4 Failure to comply with the above-stated requirements will result in suspension of work by HJAIA DOA –P&D division, Airport Security or Airport Police.

- 44.5 Hours available to Tenant's contractor will be discussed and communicated in the Pre-Construction Meeting. The hours of work are dependant on airline and airport operations. In case(s) of Irregular Operations (IROPS) the hours available to a contractor or sub-contractor are subject to change without prior notice.
- 44.6 The work site shall be maintained as safe, clean and orderly at all times, especially if viewable by the public.
- 44.7 Tenant and tenant's contractor will restore contiguous areas affected by the improvements to original condition.
- 44.8 Tenant's contractor shall obtain all necessary federal, state, county and city permits and shall comply with all applicable laws, codes, and regulations in addition to Airport rules and regulations regarding security badging, OCIP badging and Customs Seals.
- 44.9 Tenant's contractor working on Airport-controlled facilities or property must be duly licensed and provide proof of adequate insurances.
- 44.10 Tenant's contractor is responsible for contacting Utilities Protection Center @ 1-800-282-7411 for notification to owners of all buried utilities before digging. Contractor(s) are required to adhere to the rules, regulations and laws associated with Georgia Utilities Protection Center. In case(s) of accidental disturbance of utilities it is the immediate responsibility of the contractor to notify the utility owner and DOA. It is also the responsibility of the contractor to coordinate the repair of interrupted utility per the timeline and requirements stated by the DOA, P&D Department and any other matters where the proposed construction may create problems or present operational interruption to HJAIA.
- 45. Pre Construction Conference: That a pre-construction conference shall be held at least seven (7) days prior to commencement of construction. Please contact DOA Concessions @ (404) 209-2100 or DOA Facilities Management @ (404) 530-5500
- 46. Construction Commencement: That construction must commence within 90 days of the date of this letter, after which date this approval shall be void.
- 47. Construction Coordination: All planned and active construction activities will be reported on a monthly basis to the appropriate Logistics, Operations, and Construction Coordination Team (Airside, Landside and/or Terminal) meeting.
- 48. Approvals: All construction or installation hereby approved shall be accomplished in strict accordance with all applicable laws, ordinances, and building codes. Tenant shall secure approval or submit for review and comply, as required, with all conditions imposed by federal, state, and local governmental agencies having jurisdiction.
- 49. Disabled Access: That access for the disabled shall be provided, as required by the Americans with Disabilities Act of 1990 (ADA), and any and all other applicable statutes, rules, regulations, and/or ordinances.
- 50. Temporary Barriers: That the temporary construction barricade shall be constructed per DOA/HJAIA requirements. Common interior barricade walls shall be a minimum of 8 feet high, constructed of drywall, finished, painted and installed on a plywood/hardboard base per DOA/HJAIA requirements to prevent floor damage. Access doors to construction areas shall be self-closing, metal type and secured using a Best or equivalent seven-pin type cored locking device operating using green, orange, sand or other construction core as required by the DOA.

51. Construction Drawings: A Project Submittal must be submitted to City of Atlanta DOA Planning and Development for a full review. This submittal will require Five (5) sets (2 full-sized sets and 3 half-sized sets) of detailed plans and specifications. The plans must be signed and sealed by a Professional Engineer or Registered Architect. Three of these sets of Construction Documents will be returned to you upon approval by Department of Aviation Planning and Development. Your copies of Construction Documents (drawings and specifications) will be stamped and signed by the DOA Assistant General Manager or his designee.

***The City of Atlanta Bureau of Buildings will not accept plans associated with Airport property for review unless they have been reviewed and approved by The Department of Aviation Planning and Development Assistant General Manager or Designee.***

52. As Builts: That one set of "as constructed" drawings and specifications shall be furnished to HJAIA (along with any appropriate Operation and Maintenance Manuals) promptly upon completion of work. As built drawings shall list Building, Plumbing, Heating Ventilation Air Conditioning (HVAC), and Electrical Permit Numbers and all sub-meter locations and meter numbers. All As Built drawings for HJAIA facilities and all "as constructed" drawings shall be prepared and submitted, using HJAIA's Computer Aided Design (CAD) Standards and Procedures. Copies of documents are available from the HJAIA Engineering and Project Management Division. All drawings submitted by Tenant's company shall be accompanied by the CAD computer file used to print or plot the drawings. These computer files shall comply with the current HJAIA CAD Standards and Procedures, and shall contain all drawing data, which appears on the drawings.
53. Existing Conditions: Tenant's representative shall be responsible to locate all existing substructures by investigating/surveying the project site and searching existing records maintained by HJAIA's Planning and Development Bureau and AATC. Should any utility be disturbed or damaged during the work, the Contractor shall notify HJAIA's Planning and Development Bureau and AATC immediately. Tenant shall be responsible for all costs associated with the repair or replacement of any damaged utility and affected property. It is the responsibility of the tenant's designer contractor to verify other architectural and MPE As-Built existing conditions.
54. Condition of Improvements: The installation shall at all times be maintained by you in good condition or repair and in accordance with any agreement pertaining to the premises existing at this time.
55. Debris: All debris resulting from construction or incident thereto shall be maintained by tenant's contractor per HJAIA standards and promptly removed throughout the project and immediately upon completion of work and disposed of off HJAIA property.
- 55.1 Tenant's Contractor or Sub-contractor must have prior approval from DOA Facility Management, Logistics or AATC before receipt of a dumpster. DOA Airside Operations shall be notified of a trash containment dumpster of any type throughout a project if located on HJAIA property.
- 55.2 Dumpster must remain covered at all times while own HJAIA property. The maintaining of a covered dumpster is the sole responsibility of the Tenant/Contractor/Sub-contractor requesting the dumpster.
- 55.3 All trash and debris must be maintained inside container while on HJAIA property.
- 55.4 Trash and debris in and around the container are sole responsibility of Tenant/Contractor or Sub-contractor and must be maintained at all times.

- 55.5 Tenant's Contractor shall tag container using the DOA approved equipment tag to include tenant's name and contact information, as well as the contractor's name and contact information.
56. Temporary Facilities: The temporary facilities requested for and approved under this Project Submittal shall be removed at completion of the Project or other specified dates unless prior approval has been obtained from the DOA.
57. Trailer: An office/construction trailer must be approved by Department of Aviation before installing and shall be removed on or before specified date, and the premises restored to as good a condition as previously established or condition agreed to by the DOA.
58. Department of Aviation Construction Approval: The Contractor shall be provided a Construction Approval Letter or verbal approval and may be required to present the enclosed Construction Information, properly executed, to the DOA Representative at the pre-construction conference, or at least 72 hours prior to the commencement of any construction.
59. Required Signatures: Tenant shall not commence Construction or Project enabling work of any type until The Department of Aviation Scope Letter and all required documents are executed by the Tenant as indicated in accordance with this document to The Department of Aviation Document Control and electronic request issued to the DOA Director of Facilities. The documents must be executed by an authorized (Employee) representative of the Tenant. Tenant hereby agrees to comply with and be bound by the above-enumerated conditions on behalf of itself and it's successors, assigns and has caused the same to be executed by its duly authorized officers.

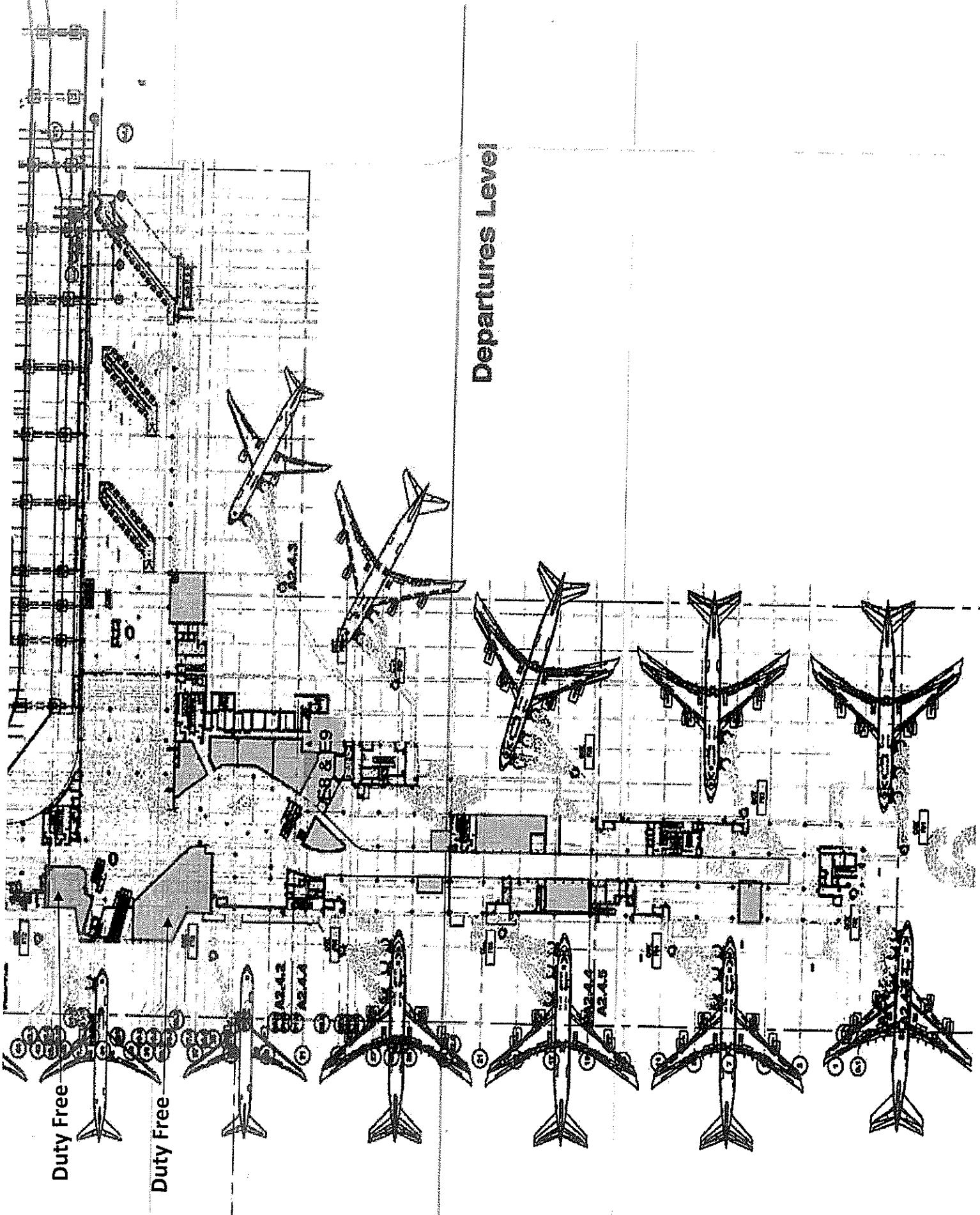
**\*\* or \*\***

***If not a Corporation, use the following:***

Receipt by The Department of Aviation of The Project Scope letter for approval and your acceptance of the conditions enumerated herein shall be acknowledged by executing and dating, where indicated below, and returning the signed document to DOA Document Control.

60. Spatial Data License Agreement: Any Tenant requiring drawings of the Central Passenger Terminal Complex will be required to submit a completed Spatial Data License Agreement.

***Attachment F; Map of Concourse F Duty Free Location***



Departures Level

Duty Free

Duty Free

A2.4.2

A2.4.4

A2.4.4

A2.4.5

A2.4.3